

City of San Diego

CONTRACTOR'S NAME: KTA CONSTRUCTION, INC.
ADDRESS: 821 Tavern Road, Alpine, CA 91901
TELEPHONE NO.: (619) 562-9464 FAX NO.: (619) 562-1685
CITY CONTACT: Juan E. Espindola, Contract Specialist, Email: JEEspindola@sandiego.gov
Phone No. (619) 533-4491, Fax No. (619) 533-3633
S. Gamueda/A. Rekani/mlw

BIDDING DOCUMENTS



FOR

Sewer Group 835

ORIGINAL

BID NO.: K-17-1427-DBB-3
SAP NO. (WBS/IO/CC): B-13157
CLIENT DEPARTMENT: 2000
COUNCIL DISTRICT: 1, 2, 3, 4, 6, 7, 8, 9
PROJECT TYPE: JA

THIS CONTRACT WILL BE SUBJECT TO THE FOLLOWING:

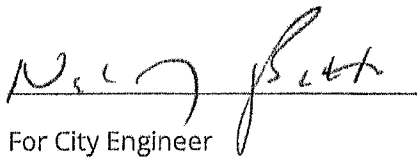
- PHASED-FUNDING
- THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM.
- PREVAILING WAGE RATES: STATE FEDERAL
- APPRENTICESHIP

BID DUE DATE:

2:00 PM
SEPTEMBER 20, 2016
CITY OF SAN DIEGO
PUBLIC WORKS CONTRACTS
1010 SECOND AVENUE, 14th FLOOR, MS 614C
SAN DIEGO, CA 92101

ENGINEER OF WORK

The engineering Specifications and Special Provisions contained herein have been prepared by or under the direction of the following Registered Engineer:


For City Engineer

8/2/2016 Seal
Date

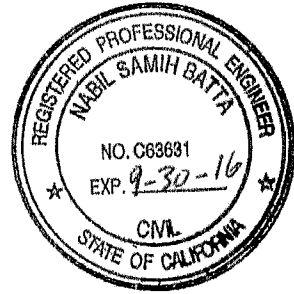


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NOTICE INVITING BIDS

1. **SUMMARY OF WORK:** This is the City of San Diego's (City) solicitation process to acquire Construction services for Sewer Group 835. For additional information refer to Attachment A.
2. **FULL AND OPEN COMPETITION:** This contract is open to full competition and may be bid on by Contractors who are on the City's current Prequalified Contractors' List. For information regarding the Contractors Prequalified list visit the City's website: <http://www.sandiego.gov>.
3. **ESTIMATED CONSTRUCTION COST:** The City's estimated construction cost for this project is **\$2,791,000**.
4. **BID DUE DATE AND TIME ARE: SEPTEMBER 20, 2016 AT 2:00 PM.**
5. **PREVAILING WAGE RATES APPLY TO THIS CONTRACT:** Refer to Attachment D.
6. **LICENSE REQUIREMENT:** The City has determined that the following licensing classification(s) are required for this contract: A or C-34 or C-42
7. **SUBCONTRACTING PARTICIPATION PERCENTAGES:** Subcontracting participation percentages apply to this contract.
 - 7.1. The City has incorporated **mandatory** SLBE-ELBE subcontractor participation percentages to enhance competition and maximize subcontracting opportunities. For the purpose of achieving the mandatory subcontractor participation percentages, a recommended breakdown of the SLBE and ELBE subcontractor participation percentages based upon certified SLBE and ELBE firms has also been provided to achieve the mandatory subcontractor participation percentages:

1. SLBE participation	6.8%
2. ELBE participation	15.5%
3. Total mandatory participation	22.3%
 - 7.2. The Bid may be declared non-responsive if the Bidder fails to meet the following requirements:
 - 7.2.1. Include SLBE-ELBE certified subcontractors at the overall mandatory participation percentage identified in this document; **OR**
 - 7.2.2. Submit Good Faith Effort documentation, saved in searchable Portable Document Format (PDF) and stored on Compact Disc (CD) or Digital Video Disc (DVD), demonstrating the Bidder made a good faith effort to outreach to and include SLBE-ELBE Subcontractors required in this document within **3 Working Days** of the Bid opening if the overall mandatory participation percentage is not met.

8. PRE-BID MEETING:

8.1. Prospective Bidders are encouraged to attend the Pre-Bid Meeting. The purpose of the meeting is to discuss the scope of the Project, submittal requirements, the pre-qualification process and any Equal Opportunity Contracting Program requirements and reporting procedures. To request a sign language or oral interpreter for this visit, call the Public Works Contracts Division at (619) 533-3450 at least 5 Working Days prior to the meeting to ensure availability. The Pre-Bid meeting is scheduled as follows:

Date: August 31, 2016
Time: 10:00 AM
Location: 1010 Second Avenue, Suite 1400, San Diego, CA 92101 (Large Conference Room)

Attendance at the Pre-Submittal Meeting will be evidenced by the Bidder's representative's signature on the attendance roster. It is the responsibility of the Bidder's representative to complete and sign the attendance roster.

9. AWARD PROCESS:

9.1. The Award of this contract is contingent upon the Contractor's compliance with all conditions of Award as stated within these documents and within the Notice of Intent to Award.

9.2. Upon acceptance of a Bid, the City will prepare contract documents for execution within approximately 21 days of the date of the Bid opening. The City will then award the Contract within approximately 14 days of receipt of properly signed Contract, bonds, and insurance documents.

9.3. This contract will be deemed executed and effective only upon the signing of the Contract by the Mayor or his designee and approval as to form the City Attorney's Office.

9.4. The low Bid will be determined by Base Bid alone.

9.5. Once the low bid has been determined, the City may, at its sole discretion, award the contract for the Base bid alone.

10. SUBMISSION OF QUESTIONS:

10.1. The Director (or designee), of the Public Works Department is the officer responsible for opening, examining, and evaluating the competitive Bids submitted to the City for the acquisition, construction and completion of any public improvement except when otherwise set forth in these documents. All questions related to this solicitation shall be submitted to:

Public Works Contracts
1010 Second Avenue, 14th Floor
San Diego, California, 92101
Attention: Juan E. Espindola

OR:

JEEspindola@sandiego.gov

- 10.2. Questions received less than 14 days prior to the date for opening of Bids may not be considered.
- 10.3. Questions or clarifications deemed by the City to be material shall be answered via issuance of an addendum and posted to the City's online bidding service.
- 10.4. Only questions answered by formal written addenda shall be binding. Oral and other interpretations or clarifications shall be without legal effect. It is the Bidder's responsibility to be informed of any addenda that have been issued and to include all such information in its Bid.
11. **SUPPLEMENTAL AGREEMENTS:** Supplemental agreements attached to this contract for the items of Work such as extended revegetation maintenance and monitoring shall be signed by the BIDDER at the time of submission of the primary BID. The signed agreements shall be accompanied by the evidence of a bond (i.e., labor and materials) and insurance as specified in 2-4, "CONTRACT BONDS," 7-3, "LIABILITY INSURANCE," and 7-4 WORKERS' COMPENSATION INSURANCE. Bonds shall be in amount of the Contract Price for the Work included in the supplemental agreements.
- 11.1. **Partial Release of Performance Bond and Labor and Materialmen's Bond:** For information regarding partial release of bonds for this Contract, see Supplementary Special Provisions, **Appendix O**.
12. **PHASED FUNDING:** For Phased Funding Conditions, see Attachment B.

INSTRUCTIONS TO BIDDERS

1. PREQUALIFICATION OF CONTRACTORS:

- 1.1. Contractors submitting a Bid must be pre-qualified for the total amount proposed, including all alternate items, prior to the date of submittal. Bids from contractors who have not been pre-qualified as applicable and Bids that exceed the maximum dollar amount at which contractors are pre-qualified may be deemed **non-responsive** and ineligible for award. Complete information and links to the on-line prequalification application are available at:

<http://www.sandiego.gov/cip/bidopps/prequalification.shtml>

- 1.2. The completed application must be submitted online no later than 2 weeks prior to the bid opening. For additional information or the answer to questions about the prequalification program, contact David Stucky at 619-533-3474 or dstucky@sandiego.gov.
- 1.3. Due to the City's fiduciary requirement to safeguard vendor data, City staff will not be able to provide information regarding contractors' prequalification status over the telephone. Contractors may access real-time information about their prequalification status via their vendor profile on [PlanetBids™](#).

2. ELECTRONIC FORMAT RECEIPT AND OPENING OF BIDS: Bids will be received in electronic format (eBids) EXCLUSIVELY at the City of San Diego's electronic bidding (eBidding) site, at: <http://www.sandiego.gov/cip/bidopps/index.shtml> and are due by the date, and time shown on the cover of this solicitation.

- 2.1. BIDDERS MUST BE PRE-REGISTERED with the City's bidding system and possess a system-assigned Digital ID in order to submit and electronic bid.
- 2.2. The City's bidding system will automatically track information submitted to the site including IP addresses, browsers being used and the URLs from which information was submitted. In addition, the City's bidding system will keep a history of every login instance including the time of login, and other information about the user's computer configuration such as the operating system, browser type, version, and more. Because of these security features, Contractors who disable their browsers' cookies will not be able to log in and use the City's bidding system.
- 2.3. The City's electronic bidding system is responsible for bid tabulations. Upon the bidder's or proposer's entry of their bid, the system will ensure that all required fields are entered. **The system will not accept a bid for which any required information is missing.** This includes all necessary pricing, subcontractor listing(s) and any other essential documentation and supporting materials and forms requested or contained in these solicitation documents.
- 2.4. BIDS REMAIN SEALED UNTIL BID DEADLINE. eBids are transmitted into the City's bidding system via hypertext transfer protocol secure (https) mechanism using SSL 128-256 bit security certificates issued from Verisign/Thawte which encrypts data being transferred from client to server. Bids submitted prior to the "Bid Due Date and Time" are not available for review by anyone other than the submitter which has until the "Bid Due Date and Time" to change, rescind or retrieve its proposal should it desire to do so.

- 2.5. BIDS MUST BE SUBMITTED BY BID DUE DATE AND TIME. Once the bid deadline is reached, no further submissions are accepted into the system. Once the Bid Due Date and Time has lapsed, bidders, proposers, the general public, and City staff are able to immediately see the results on line. City staff may then begin reviewing the submissions for responsiveness, EOCB compliance and other issues. The City may require any Bidder to furnish statement of experience, financial responsibility, technical ability, equipment, and references.
- 2.6. RECAPITULATION OF THE WORK. Bids shall not contain any recapitulation of the Work. Conditional Bids may be rejected as being non-responsive. Alternative proposals will not be considered unless called for.
- 2.7. BIDS MAY BE WITHDRAWN by the Bidder only up to the bid due date and time.
 - 2.7.1. Important Note: Submission of the electronic bid into the system may not be instantaneous. Due to the speed and capabilities of the user's internet service provider (ISP), bandwidth, computer hardware and other variables, it may take time for the bidder's submission to upload and be received by the City's eBidding system. It is the bidder's sole responsibility to ensure their bids are received on time by the City's eBidding system. The City of San Diego is not responsible for bids that do not arrive by the required date and time.
- 2.8. ACCESSIBILITY AND AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE. : To request a copy of this solicitation in an alternative format, contact the Public Works Contract Specialist listed in the cover of this solicitation at least five (5) working days prior to the Bid/Proposal due date to ensure availability.

3. ELECTRONIC BID SUBMISSIONS CARRY FULL FORCE AND EFFECT

- 3.1. The bidder, by submitting its electronic bid, acknowledges that doing so carries the same force and full legal effect as a paper submission with a longhand (wet) signature.
- 3.2. By submitting an electronic bid, the bidder certifies that the bidder has thoroughly examined and understands the entire Contract Documents (which consist of the plans and specifications, drawings, forms, affidavits and the solicitation documents), and that by submitting the eBid as its bid proposal, the bidder acknowledges, agrees to and is bound by the entire Contract Documents, including any addenda issued thereto, and incorporated by reference in the Contract Documents.
- 3.3. The Bidder, by submitting its electronic bid, agrees to and certifies under penalty of perjury under the laws of the State of California, that the certification, forms and affidavits submitted as part of this bid are true and correct.
- 3.4. The Bidder agrees to the construction of the project as described in Attachment "A-Scope of Work" for the City of San Diego, in accordance with the requirements set forth herein for the electronically submitted prices. The Bidder guarantees the Contract Price for a period of 120 days (90 days for federally funded contracts and contracts valued at \$500,000 or less) from the date of Bid opening. The duration of the Contract Price guarantee shall be extended by the number of days required for the City to obtain all items necessary to fulfill all conditions precedent.

4. **BIDS ARE PUBLIC RECORDS:** Upon receipt by the City, Bids shall become public records subject to public disclosure. It is the responsibility of the respondent to clearly identify any confidential, proprietary, trade secret or otherwise legally privileged information contained within the Bid. General references to sections of the California Public Records Act (PRA) will not suffice. If the Contractor does not provide applicable case law that clearly establishes that the requested information is exempt from the disclosure requirements of the PRA, the City shall be free to release the information when required in accordance with the PRA, pursuant to any other applicable law, or by order of any court or government agency, and the Contractor will hold the City harmless for release of this information.
5. **CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM:**
- 5.1. **Prior** to the Award of the Contract or Task Order, you and your Subcontractors and Suppliers must register with the City's web-based vendor registration and bid management system. For additional information go to:
<http://www.sandiego.gov/purchasing/bids-contracts/vendorreg.shtml>.
- 5.2. The City may not award the contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified in the Notice of Intent to Award letter, the City reserves the right to rescind the Notice of Award / Intent to Award and to make the award to the next responsive and responsible bidder / proposer.
6. **JOINT VENTURE CONTRACTORS:** Provide a copy of the Joint Venture agreement and the Joint Venture license to the City within 10 Working Days after receiving the Contract forms. See 2-1.1.2, "Joint Venture Contractors" in The WHITEBOOK for details.
7. **PREVAILING WAGE RATES WILL APPLY:** Refer to Attachment D.
8. **SUBCONTRACTING PARTICIPATION PERCENTAGES:** Subcontracting participation percentages apply to this contract. Refer to the Notice Inviting Bids.
9. **INSURANCE REQUIREMENTS:**
- 9.1. All certificates of insurance and endorsements required by the contract are to be provided upon issuance of the City's Notice of Intent to Award letter.
- 9.2. Refer to sections 7-3, "LIABILITY INSURANCE", and 7-4, "WORKERS' COMPENSATION INSURANCE" of the Supplementary Special Provisions (SSP) for the insurance requirements which must be met.
10. **REFERENCE STANDARDS:** Except as otherwise noted or specified, the Work shall be completed in accordance with the following standards:

Title	Edition	Document Number
Standard Specifications for Public Works Construction ("The GREENBOOK")	2012	PITS070112-01

Title	Edition	Document Number
City of San Diego Standard Specifications for Public Works Construction ("The WHITEBOOK")*	2012	PITS070112-02
City of San Diego Standard Drawings*	2012	PITS070112-03
Caltrans Standard Specifications	2010	PITS070112-04
Caltrans Standard Plans	2010	PITS070112-05
California MUTCD	2012	PITS070112-06
City Standard Drawings - Updates Approved For Use (when specified)*	Varies	Varies
Standard Federal Equal Employment Opportunity Construction Contract Specifications and the Equal Opportunity Clause Dated 09-11-84	1984	769023
NOTE: *Available online under Engineering Documents and References at: http://www.sandiego.gov/publicworks/edocref/index.shtml		

11. **CITY'S RESPONSES AND ADDENDA:** The City, at its discretion, may respond to any or all questions submitted in writing via the City's eBidding web site in the **form of an addendum**. No other responses to questions, oral or written shall be of any force or effect with respect to this solicitation. The changes to the Contract Documents through addendum are made effective as though originally issued with the Bid. The Bidders shall acknowledge the receipt of Addenda at the time of bid submission.
12. **CITY'S RIGHTS RESERVED:** The City reserves the right to cancel the Notice Inviting Bids at any time, and further reserves the right to reject submitted Bids, without giving any reason for such action, at its sole discretion and without liability. Costs incurred by the Bidder(s) as a result of preparing Bids under the Notice Inviting Bids shall be the sole responsibility of each bidder. The Notice Inviting Bids creates or imposes no obligation upon the City to enter a contract.
13. **CONTRACT PRICING:** This solicitation is for a Lump Sum contract with Unit Price provisions as set forth herein. The Bidder agrees to perform construction services for the City of San Diego in accordance with these contract documents for the prices listed below. The Bidder further agrees to guarantee the Contract Price for a period of 120 days from the date of Bid opening. The duration of the Contract Price guarantee may be extended, by mutual consent of the parties, by the number of days required for the City to obtain all items necessary to fulfill all contractual conditions.
14. **SUBCONTRACTOR INFORMATION:**
- 14.1. **LISTING OF SUBCONTRACTORS.** In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act" of the California Public Contract Code, the Bidder shall provide the **NAME** and **ADDRESS** of each Subcontractor who will perform work, labor, render services or who specially fabricates and installs a portion [type] of the work or improvement, in an amount in excess of 0.5% of the Contractor's total Bid. The Bidder shall also state within the description, whether the subcontractor is a **CONSTRUCTOR, CONSULTANT** or **SUPPLIER**. The Bidder shall further state within the description, the **PORTION**

of the work which will be performed by each subcontractor under this Contract. The Contractor shall list only one Subcontractor for each portion of the Work. The **DOLLAR VALUE** of the total Bid to be performed shall be stated for all subcontractors listed. Failure to comply with this requirement may result in the Bid being rejected as **non-responsive** and ineligible for award. The Bidder's attention is directed to the Special Provisions - General; Paragraph 2-3 Subcontracts, which stipulates the percent of the Work to be performed with the Bidders' own forces. The Bidder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB

Subcontractors for which Bidders are seeking recognition towards achieving any mandatory, voluntary (or both) subcontracting participation goals.

14.2. **LISTING OF SUPPLIERS.** Any Bidder seeking the recognition of Suppliers of equipment, materials, or supplies obtained from third party Suppliers towards achieving any mandatory or voluntary (or both) subcontracting participation goals shall provide, at a minimum, the **NAME, LOCATION (CITY)** and the **DOLLAR VALUE** of each supplier. The Bidder will be credited up to 60% of the amount to be paid to the Suppliers for materials and supplies unless vendor manufactures or substantially alters materials and supplies, in which case, 100% will be credited. The Bidder is to indicate within the description whether the listed firm is a supplier or manufacturer. If no indication is provided, the listed firm will be credited at 60% of the listed dollar value for purposes of calculating the Subcontractor Participation Percentage.

14.3. **LISTING OF SUBCONTRACTORS OR SUPPLIERS FOR ALTERNATES.** For subcontractors or suppliers to be used on additive or deductive alternate items, in addition to the above requirements, bidder shall further note "ALTERNATE" and alternate item number within the description.

15. **SUBMITTAL OF "OR EQUAL" ITEMS:** See Section 4-1.6, "Trade Names or Equals" in The WHITEBOOK and as amended in the SSP.

16. **AWARD PROCESS:**

16.1. The Award of this contract is contingent upon the Contractor's compliance with all conditions precedent to Award.

16.2. Upon acceptance of a Bid, the City will prepare contract documents for execution within approximately 21 days of the date of the Bid opening and award the Contract approximately within 7 days of receipt of properly executed Contract, bonds, and insurance documents.

16.3. This contract will be deemed executed and effective only upon the signing of the Contract by the Mayor or his designee and approval as to form the City Attorney's Office.

17. **SUBCONTRACT LIMITATIONS:** The Bidder's attention is directed to Standard Specifications for Public Works Construction, Section 2-3, "SUBCONTRACTS" in The GREENBOOK and as amended in the SSP which requires the Contractor to self-perform not less than the specified amount. Failure to comply with this requirement shall render the bid **non-responsive** and ineligible for award.

- 18. AVAILABILITY OF PLANS AND SPECIFICATIONS:** Contract Documents may be obtained by visiting the City's website: <http://www.sandiego.gov/cip/>. Plans and Specifications for this contract are also available for review in the office of the City Clerk or Public Works Contracts.
- 19. ONLY ONE BID PER CONTRACTOR SHALL BE ACCEPTED:** No person, firm, or corporation shall be allowed to make, file, or be interested in more than one (1) Bid for the same work unless alternate Bids are called for. A person, firm or corporation who has submitted a sub-proposal to a Bidder, or who has quoted prices on materials to a Bidder, is not hereby disqualified from submitting a sub-proposal or quoting prices to other Bidders or from submitting a Bid in its own behalf. Any Bidder who submits more than one bid will result in the rejection of all bids submitted.
- 20. SAN DIEGO BUSINESS TAX CERTIFICATE:** The Contractor and Subcontractors, not already having a City of San Diego Business Tax Certificate for the work contemplated shall secure the appropriate certificate from the City Treasurer, Civic Center Plaza, first floor and submit to the Contract Specialist upon request or as specified in the Contract Documents. Tax Identification numbers for both the Bidder and the listed Subcontractors must be submitted on the City provided forms within these documents.
- 21. BIDDER'S GUARANTEE OF GOOD FAITH (BID SECURITY):**
- 21.1. For bids \$250,000 and above, bidders shall submit Bid Security at bid time. Bid Security shall be in one of the following forms: a cashier's check, or a properly certified check upon some responsible bank; or an approved corporate surety bond payable to the City of San Diego for an amount of not less than 10% of the total bid amount.
- 21.2. This check or bond, and the monies represented thereby, will be held by the City as a guarantee that the Bidder, if awarded the contract, will in good faith enter into the contract and furnish the required final performance and payment bonds.
- 21.3. The Bidder agrees that in the event of the Bidder's failure to execute this contract and provide the required final bonds, the money represented by the cashier's or certified check will remain the property of the City; and the Surety agrees that it will pay to the City the damages, not exceeding the sum of 10% of the amount of the Bid, that the City may suffer as a result of such failure.
- 21.4. At the time of bid submission, bidders must upload and submit an electronic PDF copy of the aforementioned bid security. Whether in the form of a cashier's check, a properly certified check or an approved corporate surety bond payable to the City of San Diego, the bid security must be uploaded to the City's eBidding system. Within twenty-four (24) hours after the bid due date and time, the first five (5) apparent low bidders must provide the City with the original bid security.
- 21.5. Failure to submit the electronic version of the bid security at the time of bid submission AND failure to provide the original within twenty-four (24) hours may cause the bid to be rejected and deemed **non-responsive**.

22. AWARD OF CONTRACT OR REJECTION OF BIDS:

- 22.1. This contract may be awarded to the lowest responsible and reliable Bidder.
- 22.2. Bidders shall complete ALL eBid forms as required by this solicitation. Incomplete eBids will not be accepted.
- 22.3. The City reserves the right to reject any or all Bids, to waive any informality or technicality in Bids received, and to waive any requirements of these specifications as to bidding procedure.
- 22.4. Bidders will not be released on account of their errors of judgment. Bidders may be released only upon receipt by the City within 3 Working Days of the bid opening, written notice from the Bidder which shows proof of honest, credible, clerical error of a material nature, free from fraud or fraudulent intent; and of evidence that reasonable care was observed in the preparation of the Bid.
- 22.5. A bidder who is not selected for contract award may protest the award of a contract to another bidder by submitting a written protest in accordance with the San Diego Municipal Code.
- 22.6. The City of San Diego will not discriminate in the award of contracts with regard to race, religion creed, color, national origin, ancestry, physical handicap, marital status, sex or age.
- 22.7. Each Bid package properly signed as required by these specifications shall constitute a firm offer which may be accepted by the City within the time specified herein.
- 22.8. The City reserves the right to evaluate all Bids and determine the lowest Bidder on the basis of the base bid and any proposed alternates or options as detailed herein.

23. BID RESULTS:

- 23.1. The availability of the bids on the City's eBidding system shall constitute the public announcement of the apparent low bidder. In the event that the apparent low bidder is subsequently deemed non-responsive or non-responsible, a notation of such will be made on the eBidding system. The new ranking and apparent low bidder will be adjusted accordingly.
- 23.2. To obtain the bid results, view the results on the City's web site, or request the results by U.S. mail and provide a self-addressed, stamped envelope. If requesting by mail, be sure to reference the bid name and number. The bid tabulations will be mailed to you upon their completion. The results will not be given over the telephone.

24. THE CONTRACT:

- 24.1. The Bidder to whom award is made shall execute a written contract with the City of San Diego and furnish good and approved bonds and insurance certificates specified by the City within 14 days after receipt by Bidder of a form of contract for execution unless an extension of time is granted to the Bidder in writing.
- 24.2. If the Bidder takes longer than 14 days to fulfill these requirements, then the additional time taken shall be added to the Bid guarantee. The Contract shall be made in the form adopted by the City, which includes the provision that

no claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.

- 24.3. If the Bidder to whom the award is made fails to enter into the contract as herein provided, the award may be annulled and the Bidder's Guarantee of Good Faith will be subject to forfeiture. An award may be made to the next lowest responsible and reliable Bidder who shall fulfill every stipulation embraced herein as if it were the party to whom the first award was made.
- 24.4. Pursuant to the San Diego City Charter section 94, the City may only award a public works contract to the lowest responsible and reliable Bidder. The City will require the Apparent Low Bidder to (i) submit information to determine the Bidder's responsibility and reliability, (ii) execute the Contract in form provided by the City, and (iii) furnish good and approved bonds and insurance certificates specified by the City within 14 Days, unless otherwise approved by the City, in writing after the Bidder receives notification from the City, designating the Bidder as the Apparent Low Bidder and formally requesting the above mentioned items.
- 24.5. The award of the Contract is contingent upon the satisfactory completion of the above mentioned items and becomes effective upon the signing of the Contract by the Mayor or designee and approval as to form the City Attorney's Office. If the Apparent Low Bidder does not execute the Contract or submit required documents and information, the City may award the Contract to the next lowest responsible and reliable Bidder who shall fulfill every condition precedent to award. A corporation designated as the Apparent Low Bidder shall furnish evidence of its corporate existence and evidence that the officer signing the Contract and bond for the corporation is duly authorized to do so.

25. EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK: The Bidder shall examine carefully the Project Site, the Plans and Specifications, other materials as described in the Special Provisions, Section 2-7, and the proposal forms (e.g., Bidding Documents). The submission of a Bid shall be conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of Work, the quantities of materials to be furnished, and as to the requirements of the Bidding Documents Proposal, Plans, and Specifications.

26. CITY STANDARD PROVISIONS: This contract is subject to the following standard provisions. See The WHITEBOOK for details.

- 26.1. The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
- 26.2. The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
- 26.3. The City of San Diego Municipal Code §22.3004 for Pledge of Compliance.
- 26.4. The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.

- 26.5. Sections 1777.5, 1777.6, and 1777.7 of the State of California Labor Code concerning the employment of apprentices by contractors and subcontractors performing public works contracts.
- 26.6. The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
- 26.7. The City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.

27. PRE-AWARD ACTIVITIES:

- 27.1. The contractor selected by the City to execute a contract for this Work shall submit the required documentation as specified in the herein and in the Notice of Award. Failure to provide the information as specified may result in the Bid being rejected as **non-responsive**.
- 27.2. The decision that bid is non-responsive for failure to provide the information required within the time specified shall be at the sole discretion of the City.

PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

KTA CONSTRUCTION, INC., a corporation, as principal, and
The Guarantee Company of North America USA, a corporation authorized to do
business in the State of California, as Surety, hereby obligate themselves, their successors and assigns,
jointly and severally, to The City of San Diego a municipal corporation in the sum of
TWO MILLION FIVE HUNDRED AND ONE THOUSAND NINE HUNDRED FIFTY FOUR
DOLLARS AND FIFTY CENTS (\$2,501,954.50) for the faithful performance of the annexed contract,
and in the sum of TWO MILLION FIVE HUNDRED AND ONE THOUSAND NINE HUNDRED
FIFTY FOUR DOLLARS AND FIFTY CENTS (\$2,501,954.50) for the benefit of laborers and
materialmen designated below.

Conditions:

If the Principal shall faithfully perform the annexed contract with the City of San Diego,
California, then the obligation herein with respect to a faithful performance shall be void; otherwise
it shall remain in full force.

If the Principal shall promptly pay all persons, firms and corporations furnishing materials
for or performing labor in the execution of this contract, and shall pay all amounts due under the
California Unemployment Insurance Act then the obligation herein with respect to laborers and
materialmen shall be void; otherwise it shall remain in full force.

The obligation herein with respect to laborers and materialmen shall inure to the benefit of
all persons, firms and corporations entitled to file claims under the provisions of Article 2. Claimants,
(iii) public works of improvement commencing with Civil Code Section 9100 of the Civil Code of the
State of California.

Changes in the terms of the annexed contract or specifications accompanying same or referred
to therein shall not affect the Surety's obligation on this bond, and the Surety hereby waives notice
of same.

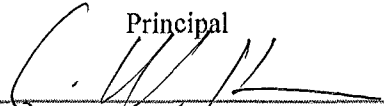
PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND
(continued)

The Surety shall pay reasonable attorney's fees should suit be brought to enforce the provisions of this bond.

Dated October 20, 2016

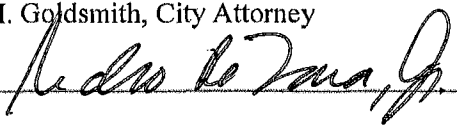
Approved as to Form

KTA Construction, Inc.

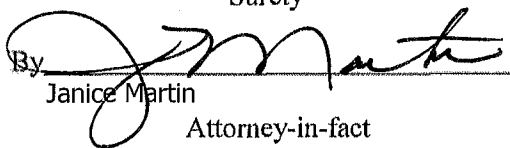
Principal
By 

Paul M. Henserson

Printed Name of Person Signing for Principal

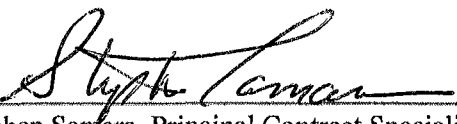
Jan I. Goldsmith, City Attorney
By 
Deputy City Attorney

The Guarantee Company of North America USA

Surety
By 
Janice Martin
Attorney-in-fact

Approved:

1800 Sutter Street, Suite 880

By 
Stephen Sanfara, Principal Contract Specialist
Public Works Department

Local Address of Surety

Concord, CA 94520

Local Address (City, State) of Surety

(818) 936-2845

Local Telephone No. of Surety

Premium \$22,014.00 *

Bond No. 12109259

* Premium is for contract term and subject to adjustment based on final contract price.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT Civil Code § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

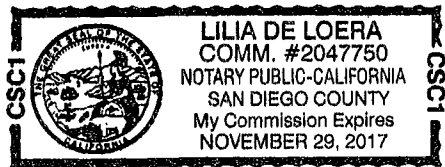
STATE OF CALIFORNIA

County of San Diego }

On OCT 20 2016 before me, Lilia De Loera, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Janice Martin
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public Lilia De Loera

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer is Representing:

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer is Representing:



The Guarantee Company of North America USA
Southfield, Michigan

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Lawrence F. McMahon, Maria Vhanneza Guise, Sarah Myers, Charlotte Aquino, James D. Castle, Jennifer L. Clampert, Janice Martin
Alliant Insurance Services, Inc.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

- 1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.



IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 23rd day of February, 2012.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

[Signature of Stephen C. Ruschak]

[Signature of Randall Musselman]

STATE OF MICHIGAN
County of Oakland

Stephen C. Ruschak, Vice President

Randall Musselman, Secretary

On this 23rd day of February, 2012 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2018
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

[Signature of Cynthia A. Takai]

I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 20th day of October, 2016

[Signature of Randall Musselman]

Randall Musselman, Secretary

ATTACHMENTS

ATTACHMENT A
SCOPE OF WORK

SCOPE OF WORK

1. **SCOPE OF WORK:** This contract includes both standard (plan sheets) and non-standard (Appendix G) plans for construction. Sewer Group 835 consists of the replacement, and new installation, of 1,938 LF (0.37 miles) and the rehabilitation of 7,217 LF (1.37 miles) of existing sewer mains, manholes, laterals, and other work and appurtenances.

1.1. The Work shall be performed in accordance with:

1.1.1. The Notice Inviting Bids, contract specifications and Plans numbered **38280-01-D** through **38280-12-D** and **38280-T01-D** through **38280-T10-D**, inclusive.

2. **ESTIMATED CONSTRUCTION COST:** The City's estimated construction cost for this project is **\$2,791,000**.

3. **LOCATION OF WORK: The location of the Work is as follows:**

See Location Maps Attached in Appendix E.

4. **CONTRACT TIME:** The Contract Time for completion of the Work shall be **300 Working Days**.

4.1. **CONTRACTOR'S LICENSE CLASSIFICATION:** In accordance with the provisions of California Law, the Contractor shall possess valid, appropriate license(s) at the time that the Bid is submitted. Failure to possess the specified license(s) may render the Bid as **non-responsive** and ineligible for award.

4.2. The City has determined that the following licensing classification(s) are required for this contract:

Option	Classification(s)
1	CLASS A
3	CLASS C34
4	CLASS C42

4.3. The Bidder shall satisfy the licensing requirement by meeting **at least** one of the listed options.

ATTACHMENT B
PHASED FUNDING PROVISIONS

PHASED FUNDING PROVISIONS

1. PHASED FUNDING:

- 1.1.** For phased funded contracts, the City typically secures enough funds for the first 90 days of the contract prior to award. Within 10 Working Days after Bid opening date the Apparent Low Bidder must contact the Project Manager to discuss fund availability and the duration of the first phase and submit the Pre-Award Schedule to the City for approval and preparation of the first Phased Funding Schedule Agreement.
- 1.2.** The Apparent Low Bidder will be required to provide a Pre-award Schedule in accordance with 6-1, "CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK" and 9-3, "PAYMENT" prior to award of Contract.
- 1.3.** If the Bid submitted by the Apparent Low Bidder is rejected by the City for any reason, the next Apparent Low Bidder is to provide the Pre-Award Schedule within 5 Working Days after receiving notice. This process will continue until the City has selects an Awardee or rejects all Bids.
- 1.4.** The first Phased Funding Schedule Agreement must show the fund availability for the first phase. Upon selection of the Awardee and acceptance by the City of the Pre-Award Schedule, the City will present the first Phased Funding Schedule Agreement to you.
- 1.5.** At the City's request, meet with the City's project manager before execution of the first Phased Funding Schedule Agreement to discuss their comments and requests for revision to the Pre-Award Schedule.
- 1.6.** Your failure to perform the any of the following may result in the Bid being rejected as non-responsive:
 1. Meet with the City's project manager, if requested to do so, to discuss and respond to the City's comments regarding the Pre-Award Schedule,
 2. Revise the Pre-Award Schedule as requested by the City within the specified 22 Working Days timeframe, or
 3. Execute the first Phased Funding Schedule Agreement within a day after receipt.

PHASED FUNDING SCHEDULE AGREEMENT

BID NUMBER: K-17-1427-DBB-3

CONTRACT OR TASK TITLE: Sewer Group 835

CONTRACTOR: KTA Construction, Inc.

Funding Phase	Phase Description	Phase Start	Phase Finish	Not-to-Exceed Amount
1	Complete All Contract Work	NTP	Project Completion	\$ 2,501,954.50
Total				\$2,501,954.50

Notes:

- (1) City Supplement 9-3.6, "PHASE FUNDING COMPENSATION" applies.
- (2) The total of all funding phases shall be equal to the TOTAL BID PRICE as shown on BID SCHEDULE 1 - PRICES.
- (3) This PHASE FUNDING SCHEDULE AGREEMENT will be incorporated into the CONTRACT and shall only be revised by a written modification to the CONTRACT.

OWNER: CITY OF SAN DIEGO **CONTRACTOR:** KTA Construction, Inc.

By: Sheila G. Gamueda **By:** [Signature]

Name: Sheila Gamueda **Name:** Paul M. Hansen
Project Manager

Department Name: Public Works **Title:** President

Date: 10/20/2016 **Date:** 10-19-16

PHASED FUNDING SCHEDULE AGREEMENT

Check one:

- First Phased Funding Schedule Agreement
- Final Phased Funding Schedule Agreement

NOTE: THIS IS A SAMPLE PHASED FUNDING SCHEDULE AGREEMENT FORM.

The particulars left blank in this sample such as the total number of phases, and the amounts assigned to each phase will be completed with funding specific information from the Pre-Award Schedule and subsequent Schedules submitted to and approved by the City.

BID NUMBER: _____

CONTRACT OR TASK TITLE: _____

CONTRACTOR: _____

Funding Phase	Phase Description	Phase Start	Phase Finish	Not-to-Exceed Amount
1				\$
	Additional phases to be added			
	to this form as necessary.			
				Total \$

Notes:

- (1) City Supplement 9-3.6, "PHASED FUNDING COMPENSATION" applies.
- (2) The total of all funding phases shall be equal to the TOTAL BID PRICE as shown on BID SCHEDULE 1 - PRICES.
- (3) This PHASED FUNDING SCHEDULE AGREEMENT will be incorporated into the CONTRACT and shall only be revised by a written modification to the CONTRACT.

CITY OF SAN DIEGO

CONTRACTOR

By: _____

By: _____

Name: _____

Name: _____

Project Manager

Department Name: _____

Title: _____

Date: _____

Date: _____

END OF PHASED FUNDING SCHEDULE AGREEMENT

ATTACHMENT C
EQUAL OPPORTUNITY CONTRACTING PROGRAM

EQUAL OPPORTUNITY CONTRACTING PROGRAM REQUIREMENTS

1. To The WHITEBOOK, Chapter 10, Sections D and E, DELETE each in its entirety, and SUBSTITUTE with the following:

D. CITY'S EQUAL OPPORTUNITY COMMITMENT.

1. Nondiscrimination in Contracting Ordinance.

1. The Contractor, Subcontractors and Suppliers shall comply with requirements of the City's Nondiscrimination in Contracting Ordinance, San Diego Municipal Code §§22.3501 through 22.3517.

The Contractor shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors, or suppliers. The Contractor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. The Contractor understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions.

The Contractor shall include the foregoing clause in all contracts between the Contractor and Subcontractors and Suppliers.

2. Disclosure of Discrimination Complaints. As part of its Bid or Proposal, the Bidder shall provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against Bidder in a legal or administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.
3. Upon the City's request, the Contractor agrees to provide to the City, within 60 days, a truthful and complete list of the names of all Subcontractors and Suppliers that the Contractor has used in the past 5 years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by the Contractor for each subcontract or supply contract.
4. The Contractor further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Nondiscrimination in Contracting Ordinance, Municipal Code §§22.3501 through 22.3517. The Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in remedies being ordered against the Contractor up to and including contract termination,

debarment and other sanctions for violation of the provisions of the Nondiscrimination in Contracting Ordinance. The Contractor further understands and agrees that the procedures, remedies and sanctions provided for in the Nondiscrimination in Contracting Ordinance apply only to violations of the Ordinance.

E. EQUAL EMPLOYMENT OPPORTUNITY OUTREACH PROGRAM.

1. The Contractor, Subcontractors and Suppliers shall comply with the City's Equal Employment Opportunity Outreach Program, San Diego Municipal Code §§22.2701 through 22.2707.

The Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Prime Contractor shall ensure their subcontractors comply with this program. Nothing in this section shall be interpreted to hold a prime contractor liable for any discriminatory practice of its subcontractors.

The Contractor shall include the foregoing clause in all contracts between the Contractor and Subcontractors and Suppliers.

2. If the Contract is competitively solicited, the selected Bidder shall submit a Work Force Report (Form BB05), within 10 Working Days after receipt by the Bidder of Contract forms to the City for approval as specified in the Notice of Intent to Award letter from the City.
3. If a Work Force Report is submitted, and the City determines there are under-representations when compared to County Labor Force Availability data, the selected Bidder shall submit an Equal Employment Opportunity Plan.
4. If the selected Bidder submits an Equal Employment Opportunity Plan, it shall include the following assurances:
 1. The Contractor shall maintain a working environment free of discrimination, harassment, intimidation and coercion at all sites and in all facilities at which the Contractor's employees are assigned to work.
 2. The Contractor reviews its EEO Policy, at least annually, with all on-site supervisors involved in employment decisions.
 3. The Contractor disseminates and reviews its EEO Policy with all employees at least once a year, posts the policy statement and EEO posters on all company bulletin boards and job sites, and documents every dissemination, review and posting with a written record to identify the time, place, employees present, subject matter, and disposition of meetings.

4. The Contractor reviews, at least annually, all supervisors' adherence to and performance under the EEO Policy and maintains written documentation of these reviews.
5. The Contractor discusses its EEO Policy Statement with subcontractors with whom it anticipates doing business, includes the EEO Policy Statement in its subcontracts, and provides such documentation to the City upon request.
6. The Contractor documents and maintains a record of all bid solicitations and outreach efforts to and from subcontractors, contractor associations and other business associations.
7. The Contractor disseminates its EEO Policy externally through various media, including the media of people of color and women, in advertisements to recruit, maintains files documenting these efforts, and provides copies of these advertisements to the City upon request.
8. The Contractor disseminates its EEO Policy to union and community organizations.
9. The Contractor provides immediate written notification to the City when any union referral process has impeded the Contractor's efforts to maintain its EEO Policy.
10. The Contractor maintains a current list of recruitment sources, including those outreaching to people of color and women, and provides written notification of employment opportunities to these recruitment sources with a record of the organizations' responses.
11. The Contractor maintains a current file of names, addresses and phone numbers of each walk-in applicant, including people of color and women, and referrals from unions, recruitment sources, or community organizations with a description of the employment action taken.
12. The Contractor encourages all present employees, including people of color and women employees, to recruit others.
13. The Contractor maintains all employment selection process information with records of all tests and other selection criteria.
14. The Contractor develops and maintains documentation for on-the-job training opportunities, participates in training programs, or both for all of its employees, including people of color and women, and establishes apprenticeship, trainee, and upgrade programs relevant to the Contractor's employment needs.

15. The Contractor conducts, at least annually, an inventory and evaluation of all employees for promotional opportunities and encourages all employees to seek and prepare appropriately for such opportunities.
16. The Contractor ensures the company's working environment and activities are non-segregated except for providing separate or single-user toilets and necessary changing facilities to assure privacy between the sexes.

ATTACHMENT D
PREVAILING WAGES

ATTACHMENT D

PREVAILING WAGES

1. **PREVAILING WAGE RATES:** Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under this Contract is subject to State prevailing wage laws. For construction work performed under this Contract cumulatively exceeding \$25,000 and for alteration, demolition, repair and maintenance work performed under this Contract cumulatively exceeding \$15,000, the Contractor and its subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below.
 - 1.1. **Compliance with Prevailing Wage Requirements.** Pursuant to sections 1720 through 1861 of the California Labor Code, the Contractor and its subcontractors shall ensure that all workers who perform work under this Contract are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.
 - 1.1.1. Copies of such prevailing rate of per diem wages are on file at the City and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Contractor and its subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.
 - 1.1.2. The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Contract. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Contract in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Contract, each successive predetermined wage rate shall apply to this Contract on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Contract, such wage rate shall apply to the balance of the Contract.
 - 1.2. **Penalties for Violations.** Contractor and its subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed.

- 1.3. Payroll Records.** Contractor and its subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Contractor shall require its subcontractors to also comply with section 1776. Contractor and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Contractor is responsible for ensuring its subcontractors submit certified payroll records to the City.
- 1.3.1.** For contracts entered into on or after April 1, 2015, Contractor and their subcontractors shall furnish records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required by Labor Code section 1771.4.
- 1.4. Apprentices.** Contractor and its subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. Contractor is held responsible for the compliance of their subcontractors with sections 1777.5, 1777.6 and 1777.7.
- 1.5. Working Hours.** Contractor and their subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on design professionals and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections 1810 through 1815.
- 1.6. Required Provisions for Subcontracts.** Contractor shall include at a minimum a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.
- 1.7. Labor Code Section 1861 Certification.** Contractor in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Contract, Contractor certifies that "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."
- 1.8. Labor Compliance Program.** The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred. For questions

or assistance, please contact the City of San Diego's Equal Opportunity Contracting Department at 619-236-6000.

1.9. Contractor and Subcontractor Registration Requirements. This project is subject to compliance monitoring and enforcement by the DIR. As of March 1, 2015, no contractor or subcontractor may be listed on a bid or proposal for a public works project unless registered with the DIR pursuant to Labor Code section 1725.5. As of April 1, 2015, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, or enter into any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5. By submitting a bid or proposal to the City, Contractor is certifying that he or she has verified that all subcontractors used on this public work project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Contractor shall provide proof of registration to the City upon request.

1.9.1. A Contractor's inadvertent error in listing a subcontractor who is not registered pursuant to Labor Code section 1725.5 in response to a solicitation shall not be grounds for filing a bid protest or grounds for considering the bid non-responsive provided that any of the following apply: (1) the subcontractor is registered prior to bid opening; (2) within twenty-four hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5; or (3) the subcontractor is replaced by another registered subcontractor pursuant to Public Contract Code section 4107.

ATTACHMENT E
SUPPLEMENTARY SPECIAL PROVISIONS

SUPPLEMENTARY SPECIAL PROVISIONS

The following Supplementary Special Provisions (SSP) modifies the following documents:

- 1) Standard Specifications for Public Works Construction (The GREENBOOK) currently in effect.
 - 2) The City of San Diego Standard Specifications for Public Works Construction (The WHITEBOOK).
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SECTION 1 – TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE, AND SYMBOLS

1-2 TERMS AND DEFINITIONS.

Normal Working Hours. To the City Supplement, ADD the following:

The Normal Working Hours are 8:30 AM to 3:30 PM.

SECTION 2 - SCOPE AND CONTROL OF WORK

2-3.2 **Self Performance.** DELETE in its entirety and SUBSTITUTE with the following:

1. You must perform, with your own organization, Contract work amounting to at least 30% of the base bid alone or base bid and any additive or deductive alternate(s) that together when added or deducted form the basis of award.

2-5.3.1 **General.** To the City Supplement, ADD the following:

7. For products for which an AML is available, products listed in the AML shall be used. A submittal review will be conducted for products not identified on an AML on a case-by-case basis when:
 - a) The product type or category is not in the AML.
 - b) The AML does not list at least two available manufacturers of the product.
 - c) The material or manufacturer listed in the AML is no longer available. Documentation to substantiate the product is no longer available or in production is required as part of the submittal.

In the case of conducting a submittal review when required by the Plans or Special Provisions, or when requested by the Engineer, all submittals shall be accompanied by the City's submittal form.

The Product Submittal Form is available for download at:

<http://www.sandiego.gov/publicworks/edocref/index.shtml>

2-7 SUBSURFACE DATA. ADD the following:

4. In preparation of the Contract Documents, the designer has relied upon the following reports of explorations and tests of subsurface conditions at the Work Site:
 1. Report of Geotechnical Evaluation dated 06/10/2016 by Twining Inc.
5. The reports listed above are available for review by contacting the Contract Specialist or visiting:

<ftp://ftp.sannet.gov/OUT/ECP/2-7%20SUBSURFACE%20DATA/>

2-9.1 Permanent Survey Markers. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

1. Pursuant to Division 3, Chapter 15 of the Business and Professions Code, you shall not disturb survey monuments that "control the location of subdivisions, tracts, boundaries, roads, streets, or highways, or provide horizontal or vertical survey control" until they have been tied out by a Registered Land Surveyor or Registered Civil Engineer authorized to practice land surveying within the State of California.
2. Monument Preservation shall be performed by the City's Construction Management and Field Services (CMFS) Division on all Projects, unless permission is obtained for these services in writing by CMFS.
3. You shall submit to the Engineer a minimum of 7 Days prior to the start of the Work a list of controlling survey monuments which may be disturbed. CMFS shall do the following:
 - a) Set survey points outside the affected Work area that reference and locate each controlling survey monument that may be disturbed.
 - b) File a Corner Record or Record of Survey with the County Surveyor after setting the survey points to be used for re-establishment of the disturbed controlling survey monuments.
 - c) File a Corner Record of Record of Survey with the County Surveyor after re-establishment of the disturbed controlling survey monuments.

2-14.3 Coordination. To the City Supplement, ADD the following:

1. Other adjacent City projects are scheduled for construction for the same time period in the vicinity of University Avenue from 5th Ave to 7th Ave. See Appendix P, "Adjacent Projects" for approximate location. Coordinate the Work with the adjacent project(s) as listed below:
 - a) University Ave Pipeline, Mike Bajoua, Project Manager, 619-533-4628

2-15 TECHNICAL STUDIES AND DATA. To the City Supplement, ADD the following:

5. In preparation of the Contract Documents, the designer has relied upon the following reports of explorations and tests at the Work Site:
 1. Biological Resources Letter Report for the Sewer Group 835 Project dated September 14, 2015 by Helix Environmental, Inc.
6. The reports listed above are available for review by contacting the Contract Specialist or visiting:

[ftp://ftp.sannet.gov/OUT/ECP/2-15 TECHNICAL STUDIES AND DATA/](ftp://ftp.sannet.gov/OUT/ECP/2-15%20TECHNICAL%20STUDIES%20AND%20DATA/)

SECTION 4 - CONTROL OF MATERIALS

4-1.3.6 Preapproved Materials. To the City Supplement, ADD the following:

3. You shall submit in writing a list of all products to be incorporated in the Work that are on the AML.

4-1.6 Trade Names or Equals. ADD the following:

14. You shall submit your list of proposed substitutions for an "equal" item **no later than 5 Working Days after the determination of the Apparent Low Bidder** and on the City's Product Submittal Form available at:

<http://www.sandiego.gov/publicworks/edocref/index.shtml>

4-1.10 Foreign Materials. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

1. Materials that are manufactured, produced, or fabricated outside of the United States shall be delivered to a distribution point in California, unless otherwise specified. Quality Control and related testing shall be performed to all applicable specified US standards. Manufacturer's testing and staff certification shall be traceable to a United States regulatory agency. Retain the materials for a sufficient period of time to permit inspection, sampling,

and testing. You shall not be entitled to an extension of time for acts or events occurring outside of, at point of entry, or during transport to the United States.

SECTION 5 – UTILITIES

5-2 PROTECTION. ADD the following:

1. You shall repair or replace traffic signal and lighting system equipment within 72 hours after notification of defects by the Engineer.
2. While working in or around meter boxes, you shall protect in place all Advanced Metering Infrastructure (AMI) devices attached to the water meter or located in or near water meter boxes, coffins, or vaults in accordance with Appendix U. This includes any antenna installed through the meter box lid.
 - a) Avoid damaging the antenna, cable, and endpoints when removing the meter box lid and when disconnecting AMI endpoints from the register on top of the water meter.
 - b) If meters or AMI devices need to be removed or relocated, the AMI endpoints shall be reinstalled with the Encoder/Receiver/Transmitter (ERT) pointing upwards.
 - c) Because the AMI equipment is uniquely matched to each service location and to specific meter serial numbers, any AMI devices that are removed or disconnected shall be reinstalled on the same service lateral as well as to the same meter serial number it was attached to originally.
 - d) Do not change or modify the lid if the lid has an antenna drilled through it.
 - e) If you encounter damaged, disconnected, buried, or broken AMI endpoints, cables between the registers, antennae, lids, or ERTs, notify the Engineer within 24 hours.
 - f) Any AMI equipment damaged by you shall be repaired or replaced by City Forces at your expense.

SECTION 6 - PROSECUTION, PROGRESS AND ACCEPTANCE OF WORK

6-2.1 Moratoriums. To the City Supplement, ADD the following:

4. Do not Work in the areas where there is currently a moratorium issued by the City. The areas subject to moratorium are listed here:

- a) Downtown location on 5th Avenue and 6th Avenue between Broadway and G Street from Thanksgiving Day to New Year's Day (inclusive).
- b) La Jolla locations on Blue Bird Lane and sewer main segment off of Torrey Pines Road and Prospect Place from Thanksgiving Day to New Year's Day (inclusive).
- c) Segment between Olite Court and Merida Court from Feb. 1st – Sept. 15.
- d) Sewer main segments on North Thorn Street from Feb 1st- Sept. 15.

6-7.1 General. To the City Supplement, ADD the following:

- 5. 30 Working days for full depth asphalt final mill and resurfacing work required per SDG-107.

SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

7-3 LIABILITY INSURANCE. DELETE in its entirety and SUBSTITUTE with the following:

The insurance provisions herein shall not be construed to limit your indemnity obligations contained in the Contract.

7-3.1 Policies and Procedures.

- 1. You must procure the insurance described below, at its sole cost and expense, to provide coverage against claims for loss including injuries to persons or damage to property, which may arise out of or in connection with the performance of the Work by you, your agents, representatives, officers, employees or Subcontractors.
- 2. Insurance coverage for property damage resulting from your operations is on a replacement cost valuation. The market value will not be accepted.
- 3. You shall maintain this insurance for the duration of this Contract and at all times thereafter when you are correcting, removing, or replacing Work in accordance with this Contract. Your liabilities under the Contract, e.g., your indemnity obligations, is not deemed limited to the insurance coverage required by this Contract.
- 4. The payment for insurance shall be included in the Contract Price as bid by you. Except as specifically agreed to by the City in writing, you are not entitled to any additional payment. Do not begin any Work under this Contract until you have provided and the City has approved all required insurance.

5. Policies of insurance shall provide that the City is entitled to 30 Days (10 Days for cancellation due to non-payment of premium) prior written notice of cancellation or non-renewal of the policy. Maintenance of specified insurance coverage is a material element of the Contract. Your failure to maintain or renew coverage or to provide evidence of renewal during the term of the Contract may be treated by the City as a material breach of the Contract.

7-3.2 Types of Insurance.

7-3.2.1 Commercial General Liability Insurance.

1. Commercial General Liability Insurance must be written on the current version of the ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad.
2. The policy shall cover liability arising from premises and operations, XCU (explosions, underground, and collapse), independent contractors, products/completed operations, personal injury and advertising injury, bodily injury, property damage, and liability assumed under an insured's contract (including the tort liability of another assumed in a business contract).
3. There shall be no endorsement or modification limiting the scope of coverage for either "insured vs. insured" claims or contractual liability. You shall maintain the same or equivalent insurance for at least 10 years following completion of the Work.
4. All costs of defense shall be outside the policy limits. Policy coverage shall be in liability limits of not less than the following:

<u>General Annual Aggregate Limit</u>	<u>Limits of Liability</u>
Other than Products/Completed Operations	\$2,000,000
Products/Completed Operations Aggregate Limit	\$2,000,000
Personal Injury Limit	\$1,000,000
Each Occurrence	\$1,000,000

7-3.2.2 Commercial Automobile Liability Insurance.

1. You shall provide a policy or policies of Commercial Automobile Liability Insurance written on the current version of the ISO form CA 00 01 12 90 or later version or equivalent form providing coverage at least as broad in the amount of \$1,000,000 combined single limit per accident, covering bodily

injury and property damage for owned, non-owned, and hired automobiles ("Any Auto").

2. All costs of defense shall be outside the limits of the policy.

7-3.2.3 Contractors Pollution Liability Insurance.

1. You shall procure and maintain at your expense or require your Subcontractor, as described below, to procure and maintain the Contractors Pollution Liability Insurance including contractual liability coverage to cover liability arising out of cleanup, removal, storage, or handling of hazardous or toxic chemicals, materials, substances, or any other pollutants by you or any Subcontractor in an amount not less than \$2,000,000 limit for bodily injury and property damage.
2. All costs of defense shall be outside the limits of the policy. Any such insurance provided by your Subcontractor instead of you shall be approved separately in writing by the City.
3. For approval of a substitution of your Subcontractor's insurance, you shall certify that all activities for which the Contractors Pollution Liability Insurance will provide coverage will be performed exclusively by the Subcontractor providing the insurance. The deductible shall not exceed \$25,000 per claim.
4. Contractual liability shall include coverage of tort liability of another party to pay for bodily injury or property damage to a third person or organization. There shall be no endorsement or modification of the coverage limiting the scope of coverage for either "insured vs. insured" claims or contractual liability.
5. Occurrence based policies shall be procured before the Work commences and shall be maintained for the Contract Time. Claims Made policies shall be procured before the Work commences, shall be maintained for the Contract Time, and shall include a 12 month extended Claims Discovery Period applicable to this contract or the existing policy or policies that shall continue to be maintained for 12 months after the completion of the Work without advancing the retroactive date.
6. Except as provided for under California law, the policy or policies shall provide that the City is entitled to 30 Days prior written notice (10 Days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies.

7-3.2.5

Contractors Builders Risk Property Insurance.

1. You shall provide at your expense, and maintain until Final Acceptance of the Work, a Special Form Builders Risk Policy or Policies. This insurance shall be in an amount equal to the replacement cost of the completed Work (without deduction for depreciation) including the cost of excavations, grading, and filling. The policy or policies limits shall be 100% of this Contract value of the Work plus 15% to cover administrative costs, design costs, and the costs of inspections and construction management.
2. Insured property shall include material or portions of the Work located away from the Site but intended for use at the Site and shall cover material or portions of the Work in transit. The policy or policies shall include as insured property scaffolding, falsework, and temporary buildings located at the Site. The policy or policies shall cover the cost of removing debris, including demolition.
3. The policy or policies shall provide that all proceeds thereunder shall be payable to the City as Trustee for the insured, and shall name the City, the Contractor, Subcontractors, and Suppliers of all tiers as named insured. The City, as Trustee, will collect, adjust, and receive all monies which may become due and payable under the policy or policies, may compromise any and all claims thereunder, and will apply the proceeds of such insurance to the repair, reconstruction, or replacement of the Work.
4. Any deductible applicable to the insurance shall be identified in the policy or policies documents and responsibility for paying the part of any loss not covered because of the application of such deductibles shall be apportioned among the parties except for the City as follows: if there is more than one claimant for a single occurrence, then each claimant shall pay a pro-rata share of the per occurrence deductible based upon the percentage of their paid claim to the total paid for insured. The City shall be entitled to 100% of its loss. You shall pay the City any portion of that loss not covered because of a deductible at the same time the proceeds of the insurance are paid to the City as trustee.
5. Any insured, other than the City, making claim to which a deductible applies shall be responsible for 100% of the loss not insured because of the deductible. Except as provided for under California law, the policy or policies shall provide that the City is entitled to 30 Days prior written notice (10 Days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies.

7-3.2.6

Railroad Protective Liability Insurance. Exclusions relating to performance of operations within the vicinity of any railroad, bridge, trestle, roadbed, tunnel, underpass, or cross shall be deleted from all policies to which they may apply. Alternatively, you may provide separate Railroad Protective Liability insurance

providing coverage, including endorsements, equivalent to that required for the CGL described herein.

7-3.3 Rating Requirements. Except for the State Compensation Insurance Fund, all insurance required by this Contract as described herein shall be carried only by responsible insurance companies with a rating of, or equivalent to, at least "A-, VI" by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the State, and that have been approved by the City.

7-3.3.1 Non-Admitted Carriers. The City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State and is included on the List of Approved Surplus Lines Insurers (LASLI list).

All policies of insurance carried by non-admitted carriers shall be subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

7-3.4 Evidence of Insurance. Furnish to the City documents e.g., certificates of insurance and endorsements evidencing the insurance required herein, and furnish renewal documentation prior to expiration of this insurance. Each required document shall be signed by the insurer or a person authorized by the insurer to bind coverage on its behalf. We reserve the right to require complete, certified copies of all insurance policies required herein.

7-3.5 Policy Endorsements.

7-3.5.1 Commercial General Liability Insurance

7-3.5.1.1 Additional Insured.

1. You shall provide at your expense policy endorsement written on the current version of the ISO Occurrence form CG 20 10 11 85 or an equivalent form providing coverage at least as broad.
2. To the fullest extent allowed by law e.g., California Insurance Code §11580.04, the policy shall be endorsed to include the City and its respective elected officials, officers, employees, agents, and representatives as additional insured.
3. The additional insured coverage for projects for which the Engineer's Estimate is \$1,000,000 or more shall include liability arising out of:
 - a) Ongoing operations performed by you or on your behalf,
 - b) your products,
 - c) your Work, e.g., your completed operations performed by you or on your behalf, or
 - d) premises owned, leased, controlled, or used by you.

4. The additional insured coverage for projects for which the Engineer's Estimate is less than \$1,000,000 shall include liability arising out of:
 - a) Ongoing operations performed by you or on your behalf,
 - b) your products, or
 - c) premises owned, leased, controlled, or used by you.

7-3.5.1.2 Primary and Non-Contributory Coverage. The policy shall be endorsed to provide that the coverage with respect to operations, including the completed operations, if appropriate, of the Named Insured is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives. Further, it shall provide that any insurance maintained by the City and its elected officials, officers, employees, agents and representatives shall be in excess of your insurance and shall not contribute to it.

7-3.5.1.3 Project General Aggregate Limit. The policy or policies shall be endorsed to provide a Designated Construction Project General Aggregate Limit that will apply only to the Work. Only claims payments which arise from the Work shall reduce the Designated Construction Project General Aggregate Limit. The Designated Construction Project General Aggregate Limit shall be in addition to the aggregate limit provided for the products-completed operations hazard.

7-3.5.2 Commercial Automobile Liability Insurance.

7-3.5.2.1 Additional Insured. Unless the policy or policies of Commercial Auto Liability Insurance are written on an ISO form CA 00 01 12 90 or a later version of this form or equivalent form providing coverage at least as broad, the policy shall be endorsed to include the City and its respective elected officials, officers, employees, agents, and representatives as additional insured, with respect to liability arising out of automobiles owned, leased, hired or borrowed by you or on your behalf. This endorsement is limited to the obligations permitted by California Insurance Code §11580.04.

7-3.5.3 Contractors Pollution Liability Insurance Endorsements.

7-3.5.3.1 Additional Insured.

1. The policy or policies shall be endorsed to include as an Insured the City and its respective elected officials, officers, employees, agents, and representatives, with respect to liability arising out of:
 - a) Ongoing operations performed by you or on your behalf,
 - b) your products,

- c) your work, e.g., your completed operations performed by you or on your behalf, or
- d) premises owned, leased, controlled, or used by you.

Except that in connection with, collateral to, or affecting any construction contract to which the provisions of subdivision (b) of § 2782 of the California Civil Code apply, this endorsement shall not provide any duty of indemnity coverage for the active negligence of the City and its respective elected officials, officers, employees, agents, and representatives in any case where an agreement to indemnify the City and its respective elected officials, officers, employees, agents, and representatives would be invalid under subdivision (b) of §2782 of the California Civil Code.

2. In any case where a claim or loss encompasses the negligence of the Insured and the active negligence of the City and its respective elected officials, officers, employees, agents, and representatives that are not covered because of California Insurance Code §11580.04, the insurer's obligation to the City and its respective elected officials, officers, employees, agents, and representatives shall be limited to obligations permitted by California Insurance Code §11580.04.

7-3.5.3.2 Primary and Non-Contributory Coverage. The policy or policies shall be endorsed to provide that the insurance afforded by the Contractors Pollution Liability Insurance policy or policies is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives with respect to operations including the completed operations of the Named Insured. Any insurance maintained by the City and its elected officials, officers, employees, agents and representatives shall be in excess of your insurance and shall not contribute to it.

7-3.5.3.3 Severability of Interest. For Contractors Pollution Liability Insurance, the policy or policies shall provide that your insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

7-3.5.5 Builders Risk Endorsements.

7-3.5.5.1 Waiver of Subrogation. The policy or policies shall be endorsed to provide that the insurer will waive all rights of subrogation against the City, and its respective elected officials, officers, employees, agents, and representatives for losses paid under the terms of the policy or policies and which arise from Work performed by the Named Insured for the City.

7-3.5.5.2 Builders Risk – Partial Utilization. If the City desires to occupy or use a portion or portions of the Work prior to Acceptance in accordance with this Contract, the

City will notify you and you shall immediately notify your Builder's Risk insurer and obtain an endorsement that the policy or policies shall not be cancelled or lapse on account of any such partial use or occupancy. You shall obtain the endorsement prior to the City's occupation and use.

7-3.6 Deductibles and Self-Insured Retentions. You shall pay for all deductibles and self-insured retentions. You shall disclose deductibles and self-insured retentions to the City at the time the evidence of insurance is provided.

7-3.7 Reservation of Rights. The City reserves the right, from time to time, to review your insurance coverage, limits, deductibles and self-insured retentions to determine if they are acceptable to the City. The City will reimburse you, without overhead, profit, or any other markup, for the cost of additional premium for any coverage requested by the Engineer but not required by this Contract.

7-3.8 Notice of Changes to Insurance. You shall notify the City 30 Days prior to any material change to the policies of insurance provided under this Contract.

7-3.9 Excess Insurance. Policies providing excess coverage shall follow the form of the primary policy or policies e.g., all endorsements.

7-3.10 Architects and Engineers Professional Insurance (Errors and Omissions Insurance).

1. For Contracts with required engineering services (e.g., Design-Build, preparation of engineered Traffic Control Plans (TCP), and etc.) by you, you shall keep or require all of your employees or Subcontractors, who provide professional engineering services under this contract, Professional Liability coverage with a limit of **\$1,000,000** per claim and **\$2,000,000** annual aggregate in full force and effect.
2. You shall ensure the following:
 - a) The policy retroactive date is on or before the date of commencement of the Project.
 - b) The policy will be maintained in force for a period of 3 years after completion of the Project or termination of this Contract, whichever occurs last. You agree that for the time period specified above, there will be no changes or endorsements to the policy that affect the specified coverage.
3. If professional engineering services are to be provided solely by the Subcontractor, you shall:
 - a) Certify this to the City in writing and
 - b) Agree in writing to require the Subcontractor to procure Professional Liability coverage in accordance with the requirements set forth above.

7-4 **WORKERS' COMPENSATION INSURANCE.** DELETE in its entirety and SUBSTITUTE with the following:

7-4.1 Workers' Compensation Insurance and Employers Liability Insurance.

1. In accordance with the provisions of §3700 of the California Labor Code, you shall provide at your expense Workers' Compensation Insurance and Employers Liability Insurance to protect you against all claims under applicable state workers compensation laws. The City, its elected officials, and employees will not be responsible for any claims in law or equity occasioned by your failure to comply with the requirements of this section.

2. Limits for this insurance shall be not less than the following:

<u>Workers' Compensation</u>	<u>Statutory Employers Liability</u>
Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 each employee
Bodily Injury by Disease	\$1,000,000 policy limit

3. By signing and returning the Contract you certify that you are aware of the provisions of §3700 of the Labor Code which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code and you shall comply with such provisions before commencing the Work as required by §1861 of the California Labor Code.

7-4.1.1 Waiver of Subrogation. The policy or policies shall be endorsed to provide that the insurer will waive all rights of subrogation against the City and its respective elected officials, officers, employees, agents, and representatives for losses paid under the terms of the policy or policies and which arise from Work performed by the Named Insured for the City.

7-5 PERMITS, FEES, AND NOTICES. To the City Supplement, ADD the following:

The City will obtain, at no cost to you, the following permits:

1. Caltrans Encroachment, see Appendix F

7-5.4 Railroad Relations General. The term "Railroad" shall mean the San Diego Metropolitan Transit System (MTS) and San Diego Trolley Inc. (SDTI) and/or San Diego Arizona & Eastern Railroad (SD&AE).

The Contractor must understand the Contractor's right to enter Railroad's right of way is subject to the absolute right of Railroad to cause the Contractor's work on

Railroad's right of way to cease if, in the opinion of Railroad, Contractor's activities create a hazard to Railroad's right of way, employees, and operations.

7-5.4.1 Railroad Right of Entry Requirements. The Contractor shall obtain a Right of Entry Permit from the Railroad prior to entering or constructing on property owned by the Railroad. The Contractor shall abide by the terms of the Right of Entry Permit. The terms of the Right of Entry Permit will govern if there are any conflicts with these contract special provisions. Information on obtaining a Right of Entry Permit can be obtained at <http://www.sdmts.com/business/permits/asp> or contacting MTS Right of Way Services Tel (619) 557-4501 email: mtsrow@sdmts.com.

7-8.6 Water Pollution Control. ADD the following:

1. Based on a preliminary assessment by the City, the Contract is subject to WPCP.

7-10.5.3 Steel Plate Covers. Table 7-10.5.3 (A), REVISE the plate thickness for 5'-3" trench width to read 1¾".

7-15 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT. To the City Supplement, Paragraph (4), Sentence (3), DELETE in its entirety and SUBSTITUTE with the following:

Your duty to indemnify and hold harmless does not include any claims or liability arising from the established active or sole negligence, or willful misconduct of the City, its officers, or employees.

7-16 COMMUNITY LIAISON. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

ADD:

7-16 COMMUNITY OUTREACH.

7-16.1 General.

1. To ensure consistency with the City's community outreach plan for the project, the City shall work with you to inform the public (which includes, but shall not be limited to, property owners, renters, homeowners, business owners, recreational users, and other community members and stakeholders) of construction impacts. Your efforts to mitigate construction impacts by communicating with the public require close coordination and cooperation with the City.
2. You shall perform the community outreach activities required throughout the Contract Time. You shall assign a staff member who shall perform the required community outreach services.

3. You shall closely coordinate the Work with the businesses, institutions, residents, and property owners impacted by the Project.
4. Your example duties include notifying businesses, institutions, and residents of the commencement of construction activities not less than 5 Days in advance, coordinating access for vehicular and pedestrian traffic to businesses, institutions, and residences impacted by the Project, reporting activities at all Project progress meetings scheduled by the Engineer, attending the Project Pre-construction meeting, attending 2 community meetings, responding to community questions and complaints related to your activities, and documenting, in writing, as well as logging in all inquiries and complaints received into the City's internal public contact tracking system.
5. You shall execute the Information Security Policy (ISP) Acknowledgement Form - For Non-City Employees within 15 Days of the award of the Contract if any of the following apply:
 - a) Your contact information is made available on any outreach materials.
 - b) You will be the primary point of contact to resolve project related inquiries and complaints.
6. Electronic Communication.
 - a) All inquiries and complaints shall be logged in to the City's internal public contact tracking system within 24 hours of receipt of inquiries and complaints.
 - b) Any updates or a resolution of inquiries and complaints shall be documented in the City's internal public contact tracking system within 24 hours.
 - c) Copies of email communications shall be saved individually on to the City's internal public contact tracking system in an Outlook Message Format (*.msg).
 - d) All graphics, photos, and other electronic files associated with inquiries and/or complaints shall be saved into the individual records, located within the City's internal public contact tracking system.

7-16.1.1 Quality Assurance.

1. During the course of community outreach, you shall ensure that the character of all persons that conduct community outreach (distributing door hangers, attending community meetings, interacting with the public, and etc.) on your behalf shall:
 - a. Have the ability to speak and comprehend English and/or Spanish, as appropriate for the community or public they are informing.

- b. Possess and display easily verifiable and readable personal identification that identifies the person as your employee.
- c. Have the interpersonal skills to effectively, professionally, and tactfully represent you, the project, and the City to the public.

7-16.1.2 Submittals.

1. You shall submit to the Resident Engineer, for review and approval, all drafts of letters, notices, postcards, door hangers, signs, mailing lists, proposed addresses for hand-delivery, and any other notices and letters that are to be mailed and or distributed to the public.
 - a. Prior to distributing or mailing, you shall submit final drafts of letters, notices, postcards, door hangers, signs, and any other notices and letters to the Resident Engineer for final review and approval. Submit a PDF copy of the approved door hangers to the Engineer.
 - b. After distributing or mailing, you shall submit verification of delivery and any copies of returned notices to the Resident Engineer. Submit a PDF copy of the approved letters and notices to the Engineer.
2. You shall use the City's internal public contact tracking system to identify and summarize communications (via phone, in person, and email) with the public within 24 hours of receipt, even if your response to the individual is still incomplete. You shall upload to the City's internal public contact tracking system copies of all written, electronic, and verbal communications and conversations with the public.

7-16.1.3 Weekly Updates Recipients. Submit a weekly correspondence with updates, traffic control issues and locations, lane closures, and any other pertinent information (with additional contact names given during award process) to the following recipients:

Nabil Batta, Senior Engineer, NBatta@san diego.gov

Rex Narvaez, Project Engineer, RNarvaez@san diego.gov

Sheila Gamueda, Project Manager, SGamueda@san diego.gov

Resident Engineer, TBA, XXX@san diego.gov

7-16.2 Community Outreach Services.

7-16.2.1 Public Notice by Contractor.

1. Post Project Identification Signs in accordance with 7-10.6.2, "Project Identification Sign".
2. Notify businesses, institutions, property owners, residents or any other impacted stakeholders, within a minimum 300 feet (90 m) radius of the Project, of construction activities and utility service interruptions not less than 5 Days in advance.

3. Furnish and distribute public notices in the form of door hangers using the City's format to all occupants and/or property owners along streets:
 - a. Where Work is to be performed at least 5 Days before starting construction or survey activities or impacting the community as approved by the Resident Engineer.
 - b. Within 5 Days of the completion of your construction activities where Work was performed, you shall distribute public notices in the form of door hangers, which outlines the anticipated dates of Asphalt Resurfacing or Slurry Seal.
 - c. No less than 48 hours in advance and no more than 72 hours in advance of the scheduled resurfacing.
4. Leave the door hanger notices on or at the front door of each dwelling and apartment unit and at each tenant of commercial buildings abutting each of the street block segments. Where the front doors of apartment units are inaccessible, distribute the door hanger notices to the apartment manager or security officer.
5. Door Hanger Material: You shall use Blanks/USA brand, Item Number DHJ5B6WH, 1¼ inch (31.8 mm) Holes (removed), 2-up Jumbo Door Hanger in Bristol White, or approved equal.
6. Mailed Notice Material: You shall use Cougar by Domtar, Item Number 2834, or approved equal.
7. For all Work on private property, contact each owner and occupant individually a minimum of 15 Days prior to the Work. If the Work has been delayed, re-notify owners and occupants of the new Work schedule, as directed by the Resident Engineer.
8. A sample of public notices is included in the Contract Appendix.

7-16.2.2 Communications with the Public.

1. Coordinate access for vehicular and pedestrian traffic to businesses, institutions, and residences impacted by the Project.
2. You shall provide updates on construction impacts to the Resident Engineer. You shall notify the Resident Engineer in advance about time-sensitive construction impacts and may be required to distribute construction impact notices to the public on short notice.
3. You shall incorporate community outreach activities related to construction impacts in the baseline schedule and update the Resident Engineer with each week's submittal of the Three-Week Look Ahead Schedule.
4. At the request of the Resident Engineer, you shall attend and participate in project briefings at community meetings.

5. You shall coordinate with the Resident Engineer on all responses and actions taken to address public inquiries and complaints within the 24 hours that they are received.

7-16.2.3 Communications with Media.

1. The City may allow members of the media access to its construction site(s) on a case-by-case basis only.
2. Occasionally, uninvited members of the media may show up at construction Sites. Members of the media (including, but not limited to newspapers, magazines, radios, television, bloggers, and videographers) do not have the legal right to be in the construction Site without the City's permission.
3. In the event that media representatives arrive near or on the construction Site(s), you shall keep them off the Site(s) in a courteous and professional manner until a Public Information Officer is available to meet them at an approved location.
4. You shall report all visits from members of the media to the Resident Engineer as quickly as possible so that the City's Public Information Officer can meet with the members of the media at the construction Site(s).
5. If the City allows members of the media to access a construction Site, you shall allow the City to escort the media representatives while they are on the construction Site and shall ensure their safety.
6. You shall require media representatives to sign in and out of the Site Visitor Log and to use personal protective equipment.
7. You have a right to speak to members of the media about your company and its role on the project. All other questions shall be referred to the City.

7-16.3 Exclusive Community Liaison Services.

1. You shall retain an Exclusive Community Liaison for the Project whose sole responsibilities shall be to implement 7-16.2, "Community Outreach Services" and the following:
 1. Develop a contact list of community, tenants, property owners, and agencies with a stake in the project.
 2. Prepare and present of materials in coordination with the Resident Engineer.
 3. Respond to community questions and complaints related to your activities.
 4. Write, edit, update, or produce brochures, pamphlets, and news releases.

5. Provide standard telephone inquiries and e-mail responses.
 - a) Respond to telephone calls and e-mails from the public.
 - b) Record calls and e-mails on to the City's internal public contact tracking system.
6. Provide a monthly summary report of all inquiries and complaints, including the name of the person, source of inquiry (via information line or email), phone number, address, date, and time of inquiry, who responded, and a summary of resolutions or pending resolutions to the Resident Engineer.
7. Report Exclusive Community Liaison activities at all progress meetings scheduled by the Resident Engineer.
8. Attendance at Pre-construction, community and stakeholders meetings.

7-16.3.1 Exclusive Community Liaison Work Plan. The Work plan for the Exclusive Community Liaison shall address the items of Work specified in these specifications. Present your Exclusive Community Liaison and submit your exclusive community outreach plan in writing within 15 Days of the Award of the Contract.

7-16.4 Payment.

1. The payment for the community outreach services shall be included in the Contract Price.
2. The payment for the exclusive community liaison services shall be included in the Bid item for "Exclusive Community Liaison Services".

7-20 ELECTRONIC COMMUNICATION. ADD the following:

1. Virtual Project Manager will be used on this contract.

SECTION 9 - MEASUREMENT AND PAYMENT

9-3.2.5 Withholding of Payment. To the City Supplement, item 1, subsection i), DELETE in its entirety and SUBSTITUTE with the following:

- i) Your failure to comply with 7-2.3, "PAYROLL RECORDS" and 2-16, "CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM".

ADD:

9-3.7 Compensation Adjustments for Price Index Fluctuations. To the City Supplement, subsection c), item 2, DELETE in its entirety and SUBSTITUTE with the following:

- 2) In the event of an overrun of Contract time, adjustment in compensation for asphalt binder included in estimates during the overrun period shall be determined using the California Statewide Crude Oil Price Index in effect on the first business day of the month within the pay period in which the overrun began.

ADD the following:

- e) This Contract is not subject to the provisions of The WHITEBOOK for Compensation Adjustments for Price Index Fluctuations for the paving asphalt.

SECTION 203 – BITUMINOUS MATERIALS

203-15 RUBBER POLYMER MODIFIED SLURRY (RPMS). To the City Supplement, CORRECT section numbering as follows:

OLD SECTION NUMBER	TITLE	NEW SECTION NUMBER
203-15	RUBBER POLYMER MODIFIED SLURRY (RPMS)	203-16
203-15.1	General	203-16.1
203-15.2	Materials	203-16.2
203-15.3	Composition and Grading	203-16.3
203-15.4	Mix Design	203-16.4

ADD the following:

RPMS shall be used on this contract.

SECTION 207 – PIPE

207-17.2.3 Pipe Manufacturer. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

1. PVC products, C900 and C905, as manufactured or distributed by J-M Manufacturing Company or JM Eagle shall not be used on the Contract for pressurized pipe.

207-19.1 General. To the City Supplement, ADD the following:

1. High Density Polyethylene (HDPE).
 - a) For Pipe Reaming, pipe shall be solid wall high density polyethylene (HDPE) pipe meeting the requirements of ASTM F714 Polyethylene (PE) Plastic Pipe SDR 17 based on outside diameter, ASTM D1248 and ASTM D3350.
 - b) The pipe shall be manufactured from high density molecular weight polyethylene resin which conforms to ASTM D1248. The pipe produced from this resin shall have a minimum cell classification of 345464C per ASTM D3350.

SECTION 212 - LANDSCAPE AND IRRIGATION MATERIALS

ADD:

212-3.2.2.3 Trench Marker Tape. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

1. Trench marker tape shall be installed in accordance with Standard Drawing SDM-105, "Warning/Identification Tape Installation".

SECTION 300 – EARTHWORK

300-1.4 Payment. To the City Supplement, item 2, DELETE in its entirety and SUBSTITUTE with the following:

2. Payment for existing pavement removal and disposal of up to 12 inches thick, within the excavation e.g., trench limits, shall be included in the Bid item for the installation of the mains or the Work item that requires pavement removal.

SECTION 302 – ROADWAY SURFACING

302-3 PREPARATORY REPAIR WORK. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

PREPARATORY REPAIR WORK.

1. Prior to the placement of asphalt concrete or the application of slurry, you shall complete all necessary preparation and repair Work to the road segment.
2. Unless otherwise specified, preparatory Work shall include tree trimming, weed spray, weed abatement, crack sealing, asphalt repair, mill and pave, hump removal, miscellaneous asphalt patching, removal of raised pavement markers, and removal of pavement markings.
3. You shall repair areas of distressed asphalt concrete pavement by milling or removing damaged areas of pavement to a minimum depth of 2 inches (50.8 mm) for residential streets and a minimum depth of 3 inches (76.2 mm) for all others to expose firm and unyielding pavement.
4. You shall prepare subgrade as needed and install a minimum of 2 inches (50.8 mm) for residential streets and a minimum of 3 inches (76.2 mm) for all other streets of compacted asphalt-concrete pavement over compacted native material as directed by the Engineer.
5. If the base material is exposed in order to achieve the minimum specified depth, the material shall be compacted to 95% relative compaction (dig out). Compaction tests shall be made to ensure compliance with the specifications.
6. The Engineer shall determine when and where the test shall occur. The City will pay for the soils testing required by the Engineer which meets the required compaction. You shall reimburse the City for the cost of retesting failing compaction tests. If additional base material is required, you shall use Class 2 Aggregate Base in accordance with 200-2.2, "Crushed Aggregate Base".
7. Recycled base material shall conform to crushed miscellaneous base material in accordance with 200-2.4, "Crushed Miscellaneous Base".
8. Prior to replacing asphalt, the area shall be cleaned by removing all loose and damaged material, moisture, dirt, and other foreign matter and shall be tack coated in accordance with 302-5.4, "Tack Coat".
9. You shall install new asphalt within the repair area or for patches in accordance with 302-5, "Asphalt Concrete Pavement". Asphalt concrete shall be C2-PG 64-10 in compliance with 400-4, "Asphalt Concrete".
10. No preparatory asphalt Work shall be done when the atmospheric temperature is below 50° F (10° C) or during unsuitable weather.
11. Following the asphalt placement, you shall roll the entire area of new asphalt in both directions at least twice. The finished patch shall be level

and smooth in compliance with 302-5.6.2, "Density and Smoothness". After placement and compaction of the asphalt patch, you shall seal all finished edges with a 4 inch (101.6 mm) wide continuous band of SS-1H.

12. The minimum dimensions for each individual repair shall be 4 feet by 4 feet (1.2 m by 1.2 m) and shall be subject to the following conditions:
 - a) If the base material is exposed to achieve the required minimum removal thickness, the base material shall be prepared conforming to 301-1, "SUBGRADE PREPARATION".
 - b) When additional base material is required, then you shall use Class 2 Aggregate Base in accordance with 200-2.2, "Crushed Aggregate Base". Recycled base material shall conform to crushed miscellaneous aggregate base material in accordance with 200-2.4, "Crushed Miscellaneous Base".
 - c) You may use grinding as a method for removal of deteriorated pavement when the areas indicated for removal are large enough (a minimum of the machine drum width) and when approved by the Engineer.
 - d) For both scheduled and unscheduled base repairs, failed areas may be removed by milling or by excavation provided that the edges are cut cleanly with a saw. The areas shall be cleaned and tack coated in accordance with 302-5.4, "Tack Coat" before replacing the asphalt. The areas for scheduled repairs have been marked on the street.
 - e) Base Repairs with RAC. Areas where failed paving is removed either by cold milling or by excavation shall be restored to existing pavement grade with $\frac{3}{4}$ inch (19.1 mm) RAC at 8 inch (203.2 mm) depth unless otherwise directed by the Engineer. These areas have been marked on the street as "DO". The asphalt concrete shall be B3-PG 64-10 as specified in 400-4, "Asphalt Concrete". Preliminary quantities are identified in the Contract Appendix but may need to be increased and approved by the Engineer at the time of construction. Base repairs shall not exceed 15% RAP in content.
 - f) Unscheduled Base Repair with RAC. If paving operations cause damage outside of your control and require additional base repair, the areas shall be removed either by cold milling or by excavation and shall be restored to existing pavement grade with $\frac{3}{4}$ inch (19.1 mm) RAC at 8 inch (203.2 mm) depth unless otherwise directed by the Engineer. The asphalt concrete shall be B3-PG 64-10 as specified in 400-4, "Asphalt Concrete". Unscheduled base repairs shall not exceed 15% RAP.

- g) A base repair is considered unscheduled when it is not identified on the pavement with a "DO" or when you are directed by the Engineer to perform a base repair for the proper placement of an asphalt overlay.

302-3.1 Asphalt Patching.

1. Asphalt patching shall consist of patching potholes, gutter-line erosions, and other low spots in the pavement that are deeper than ½ inch (12.7 mm) in accordance with 302-5.6.2, "Density and Smoothness".
2. The areas requiring patching have been identified in the Contract Documents, marked on the streets, or as directed by the Engineer. You shall identify any new areas that may require patching prior to slurry Work to ensure the smoothness and quality of the finished product.
3. You shall identify and repair any areas that may require patching prior to the placement of slurry seal for a smooth and finished product.
4. Asphalt overlay shall not be applied over deteriorating pavement. Preparatory asphalt Work shall be completed and approved by the Engineer before proceeding with asphalt overlay.
5. You shall remove distressed asphalt pavement either by saw cutting or milling to expose firm and unyielding pavement, prepare subgrade (as needed), and install compacted asphalt concrete pavement over compacted native material as directed by the Engineer.
6. Prior to replacing asphalt, the area shall be cleaned and tack coated in accordance with 302-5.4, "Tack Coat".
7. Following the asphalt placement, you shall roll the entire patch in both directions and shall cover the patch at least twice.
8. After placement and compaction of the asphalt patch, you shall seal all finished edges with a 4 inch (101.6 mm) wide continuous band of SS-1H.
9. Base repairs shall not exceed 15% RAP in content.

302-3.2 Payment.

1. The payment for the replacement of existing pavement when required shall be included in the Contract Unit Price for "Asphalt Pavement Repair" for the total area replaced and no additional payment shall be made regardless of the number and size of replacements completed. No payment shall be made for areas of over-excavation or outside trench areas in utility Works unless previously approved by the Engineer. No payment for pavement replacement will be made when the damage is due to your failure to protect existing improvements. You shall reimburse the City for the cost of retesting all failing compaction tests.

2. The areas and quantities shown on the road segments and in the appendices are given only for your aid in planning the Work and preparing Bids. The Engineer will designate the limits to be removed and these designated areas shall be considered to take precedence over the area shown in an Appendix to the Contract Documents. The quantities shown in the appendices are based on a street assessment survey and may vary.
3. At the end of each day, you shall submit to the Engineer an itemized list of the asphalt pavement repair Work completed. The list shall include the location of the Work and the exact square footage of the repair.
4. The payment for preparatory repair Work and tack coating shall be paid at the Contract Unit Price for "Asphalt Pavement Repair".
5. The payment for milling shall be included in the Bid item for "Asphalt Pavement Repair" unless Bid items for asphalt milling Work has been provided.
6. The payment for miscellaneous asphalt patching shall be included in the Contract Unit Price for the slurry Work and no additional payment shall be made, unless a Bid item for "Miscellaneous Asphalt Patching" has been provided.

302-5.1.1 Damaged AC Pavement Replacement. To the City Supplement, DELETE in its entirety.

302-5.1.2 Measurement and Payment. To the City Supplement, DELETE in its entirety.

302-5.2.1 Measurement and Payment. To the City Supplement, item c), ADD the following:
Imported Subgrade material shall be paid per bid item "Imported Backfill".

SECTION 306 – UNDERGROUND CONDUIT CONSTRUCTION

306-1 OPEN TRENCH OPERATIONS. To the City Supplement, CORRECT section numbering as follows:

OLD SECTION NUMBER	TITLE	NEW SECTION NUMBER
306-1.8	House Connection Sewer (Laterals) and Cleanouts	306-1.9
306-1.7.1	Payment	306-1.9.1
306-1.7.2	Sewer Lateral with Private Replumbing	306-1.9.2

OLD SECTION NUMBER	TITLE	NEW SECTION NUMBER
306-1.7.2.1	Location	306-1.9.2.1
306-1.7.2.2	Permits	306-1.9.2.2
306-1.7.2.3	Submittals	306-1.9.2.3
306-1.7.2.4	Trenchless Construction	306-1.9.2.4
306-1.7.2.5	Payment	306-1.9.2.5
306-1.7.3.6	Private Pump Installation	306-1.9.2.6
306-1.7.3.7	Payment	306-1.9.2.7

306-1.1.6 Bracing Excavations. To the City Supplement, item 3, DELETE in its entirety and SUBSTITUTE with the following:

3. The Bid item for shoring shall include full compensation for all associated design work, furnishing, installing, maintaining, and removing all sheeting, shoring, or bracing, for any conditions encountered that require shoring, and no additional payment will be allowed therefore.

ADD:

306-1.1.6.1 Excavation Support Systems.

306-1.1.6.1.1 General. This Section specifies procedures, performance criteria and requirements for providing safe and stable excavations throughout construction. Provide temporary sheeting, shoring and bracing systems as required by the Work. Meet all codes, regulations, and requirements of agencies having jurisdiction over this Work. Obtain all required Federal OSHA, Cal/ OSHA and local jurisdiction permits.

Work under this Section, shall include but shall not be limited to:

- A. Design of the temporary support systems
- B. Construction of temporary sheeting, shoring, and bracing systems
- C. Employing acceptable side slope layback methods for excavations
- D. Maintenance of bracing systems and removal
- E. All associated design Work

306-1.1.6.1.2 Submittals. General Excavation Support Procedure: Submit an outline of intended excavation support systems and associated installation and removal procedures as required for the Work. This submittal is for the Engineer's general information and in no way relieves the Contractor of complete responsibility for the successful performance of his intended excavation methods.

Sheeting and/or Shoring Drawings are required for sheeting, shoring and other excavation support systems, and must conform to the following requirements:

1. Drawings shall be prepared, signed and sealed by a Professional Engineer licensed to practice in the State of California.
2. Include plan views indicating the extents of all proposed shoring relative to the nearest track centerline.
3. Include cross-sections of all proposed shoring.
4. Include cross-sections cut perpendicular to the track; indicate the track location relative to the support system and use equal horizontal and vertical scales.
5. Vertical dimensions shall be relative to top of rail and horizontal elevations shall be relative to the nearest track centerline.
6. Drawings shall also indicate details of all structural members, connection details, and embedment depths.
7. Indicate construction access locations.

Design Calculations will be required for sheeting, shoring and other excavation support systems. These calculations must be prepared, signed, and sealed by a Professional Engineer licensed to practice in the State of California.

306-1.1.6.1.3 Design Criteria. Design the excavation support in accordance with AASHTO and AREMA requirements, to support all loads including: earth pressures, AASHTO HS20 traffic loading, AREMA Cooper E-80 Railroad Loading, utility loads, loads from adjacent structures, ground water pressure, and equipment and construction loads. No increases in allowable stresses or reductions of safety factors shall be allowed.

The excavation support shall allow safe and expeditious construction of the permanent structure without movement or settlement of adjacent buildings, structures, utilities, or track work.

Excavations and shoring systems shall be such that AREMA Cooper E-80 Loading can be accommodated at all times during the shoring construction. Shoring construction shall be performed without affecting railroad operations unless otherwise approved in advance by the Engineer.

Temporary sheeting and shoring for support of adjacent tracks during construction shall not be closer than 8'-6" from the nearest track centerline (refer to CPUC G026-D and 118).

Excavation and Shoring requirements within the Sheet Piling Zone: The Sheet Piling Zone shall be defined as the area between the following boundaries:

A vertical line offset 8'-6" from the nearest track centerline

A 1:1 projection beginning at a point located 8'-6" from the nearest track centerline and 2 feet below top of rail of the nearest track. Said 1:1 projection shall slope down and away from the nearest track.

Un-shored excavations within the Sheet Piling Zone shall not be allowed. Shoring within the Sheet Piling Zone shall be of a type where the shoring is installed in place prior to any excavation being performed, and where the excavation can be made with no possibility of disturbance or loss of soil material retained between the shoring and the track. Common shoring types fulfilling this requirement are interlocking-edge sheet piling, tongue and groove edge precast concrete sheet piling, which are driven or vibrated in position prior to starting any excavation. Unless otherwise indicated in the Project Specific Specifications, on the plans, or as approved by the Engineer, shoring within the Sheet Piling Zone shall be abandoned in place, except for the top 2 feet, which shall be removed, and backfilled in accordance with these specifications. Shoring types using lagging elements, which are placed as excavation proceeds, are not permitted within the Sheet Piling Zone. Shoring within the Sheet Piling Zone shall be designed for AREMA Cooper E-80 Loading.

Excavation and Shoring requirements within the Shoring Zone: The Shoring Zone shall be defined as the area between the following boundaries:

306-1.6 **Basis of Payment for Open Trench Installations.** To the City Supplement, ADD the following:

8. The payment for imported backfill when you elect to import material from a source outside the project limits and when authorized by the Engineer shall be included in the Bid item for "Imported Backfill". The price shall include the removal and disposal of unsuitable materials.

306-1.8.3 **Polyurethane Lining.** To the City Supplement, item 5, DELETE in its entirety.

306-20.8 **Carrier Pipe.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

Carrier pipe materials shall be approved by the Engineer. You shall use only HDPE. You shall furnish and install a structurally sound, leak-proof, fusible high density polyethylene pipe for all piping identified for installation by horizontal directional drilling. You shall be responsible for the sizing of the carrier pipe to withstand all installation forces, curvature, residual forces, and final in-place loading. The

selected material shall have an inside diameter no less than stated on the Plans. Individual pipe lengths shall be assembled by butt-fusion unless otherwise specified.

306-20 HORIZONTAL DIRECTIONAL DRILLING. To the City Supplement, ADD the following:

306-20.13 Pipe Reaming. This section covers all materials and testing for replacement of existing lines shown on the drawings by the patented trenchless method of pipe reaming, to be performed only by a legally licensed contractor. The replacement procedure shall be conducted by the use of a Horizontal Directional Drill (HDD) using an appropriate reamer to grind and pulverize the existing pipe, flush the pulverized pipe material and drilling fluid through the existing pipe to a retrieval point, and a new HDPE of the required size installed simultaneously.

Installation:

1. Safety: The contractor shall carry out his operations in strict accordance with all OSHA, Manufacturer's Safety Requirements, and as described in the Contract Documents.
2. Pipe installation sections shall be scheduled to maximize installation lengths and minimize the number of insertion pits required. Insertion pits shall be located over manhole replacement locations, if possible, to minimize surface disturbance.
3. HDPE pipe shall be fused in strict accordance with the manufacturers' recommendations.
4. Pipe shall immediately follow the reamer through the bore channel. The reamer overcut should not exceed the maximum diameter of the replacement product by more than 3 inches. No final cuts or connections to HDPE shall be made to the pipe less than four hours after the pipe has reached its' final position. PVC RJ shall be "bunched" after being pulled into place in accordance with the manufacturers' recommendations.
5. Slurry generated by the installation shall be disposed of in accordance with all applicable local, state and federal regulations.
6. Service Connections: Existing service connections shall be located, exposed, disconnected, and/or isolated from the main before beginning replacement operations. Services shall not be reconnected until the replacement line is in its final position. All services off line during installation or at any time during the course of the project shall remain in service by pumping or by-passing as required until such time that they can be permanently reconnected to the main.

7. Reconnection of Service: Connections to the new line shall be made using fittings consistent with the type of pipe installed and as specified.
8. Testing: Testing of materials shall be in accordance with 500-1.1.6 "Sampling, Testing, and Installation." Testing of the finished pipe shall be performed in accordance with 306-1.4, "Testing Pipelines". Refer to 500-1.1.8, "Rejection" for rejection criteria.

306-20.14 Measurement and Payment. Refer to the City Supplement section 306-20.12, "Measurement and Payment".

SECTION 500 – PIPELINE

500-1.1.1 General. To the City Supplement, item 1, subsection a), ADD the following:

The felt and resin system shall be selected from those listed in the City's approved material list.

500-1.1.2.1 Initial Submittals. To the City Supplement, ADD the following:

Within 5 Working Days of the Bid opening date, the three apparent low bidders shall submit the following:

- Contractor's Experience; past project documentation
- Manufacturer Certification
- Authorize Installer Certificates

500-1.1.5 Video Inspection. To the City Supplement, ADD the following:

During the post-cleaning video you shall identify all existing protruding laterals within the existing main and trim them flush to the main prior to rehabilitation. The cost of trimming the existing laterals shall be included in the pipe rehabilitation bid item.

500-1.1.9 Measurement and Payment. To the City Supplement, item 3, DELETE in its entirety.

500-1.2.4 Sewer Bypassing and Dewatering. DELETE in its entirety and SUBSTITUTE with the following:

When required by the Contract Documents, you shall bypass the sewer flow around the Work and dewater the Site in conformance with 704, "SEWAGE SPILL PREVENTION" and 705-2.1, "General."

500-1.6 Service Laterals. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

ADD:

500-1.6 Service Lateral Rehabilitation.

500-1.6.1 General.

- a) The rehabilitation shall be accomplished using a fabric or fiberglass tube of particular length and a thermoset resin with physical and chemical properties appropriate for the application without excavation and disturbing surface improvements. The tube is vacuum impregnated with the resin. Access to an upstream end of the service lateral is made by excavation in the public right of way. Installation of the resin-impregnated tube into the service lateral may be performed either by Type A inversion in accordance with ASTM F1216 or by Type B pull-in in accordance with ASTM F 1743 and may be performed from either the mainline or the excavated end of the lateral.
- b) The cured-in-place liner shall extend the entire length of the lateral from the access point to the mainline. Once the tube or resin composite is cured, the installation equipment shall be removed and the protruding end in the collector shall be cut using a robotic cutting device. A sewer cleanout in accordance with the Standard Drawing SDS-102, "Sewer Lateral Cleanout (In Driveway, Paved Alley, Sidewalk, or Other Area Subject to Traffic)" or SDS-103, "Sewer Lateral Cleanout Outside Traveled Way" shall be installed at the access point and properly backfilled.
- c) A lateral rehabilitation including the installation of lateral cleanout and backfill process shall be completed within 15 Working Days.
- d) The liner shall be extended sufficiently to create a water tight seal at the main and the liner interface.
- e) If there is a SLC in place, then the cured-in-place lateral liner shall have a minimum overlap of 2 inches over the previously installed SLC sewer main.
- f) Existing ABS and PVC sewer laterals shall not be rehabilitated. These laterals shall be replaced or shall have point repairs performed on them as directed by the Engineer.

500-1.6.2 Material.

- a) The tube shall consist of one or more layers of flexible needled felt, or an equivalent material. Where the tube is fabricated from non-woven felt, the longitudinal and circumferential joints are made up by seal bonding. The tube shall be capable of conforming to bends, off-set joints, bells, and disfigured pipe sections. The resin and catalyst system as designed for the

specific application shall meet the chemical resistance requirements of 210-2.3.3, "Chemical Resistance Test (Pickle Jar Test)."

- b) The composite of the materials above shall, upon installation inside the host pipe, shall exceed the minimum test standards specified in Table 500-1.4.2 (A).
- c) The thickness of the lateral lining shall be not less than 0.12 inches (3 mm) and not more than 0.18 inches (4.5 mm) for laterals up to and including 8 inches in diameter. The thickness of the lateral lining shall be in accordance with Table 500-1.1.1.1 (A) for laterals larger than 8" in diameter.

500-1.6.3 Installation Procedures (ASTM F1216 and ASTM F1743).

1. The property owner of the lateral being reconstructed shall be informed and the flow stopped for the period of reconstruction Work.
2. You shall excavate an access pit at the property line cleanout or at an approved upstream point on the service lateral in accordance with the reconstruction length determined by the Engineer.
3. You shall clean, video, and determine the structural condition of the lateral line prior to installation. Roots, debris, and protruding service connections shall be removed prior to installation.
4. The tube shall be inspected for torn or frayed sections. The tube in good condition shall then be vacuum impregnated with the thermoset resin.
5. No open pans or uncontrolled open-air pouring of resin shall be allowed during tube saturation. Resin shall be contained within the inflation bladder during vacuum impregnation and insertion. You shall ensure that no property is exposed to contamination by liquid resin compounds or components.
6. The saturated tube along with the inflation bladder shall be inserted into the installation equipment and the end closed. The entire installation equipment shall be placed in the pipe access pit and aligned with the exposed end of the pipe.
7. The resin and tube shall be completely protected during the placement. The resin shall not be contaminated or diluted by exposure to dirt, debris, or water during the placement.
8. The tube shall be installed from the installation equipment by controlled air, water, or steam pressure in accordance with manufacturer instructions. The tube shall extend the entire reconstruction length and shall be held tightly in place against the wall of the host pipe until the cure is complete.

9. When the curing process is complete, the pressure is released and the inflation bladder reverted back into the installation equipment and removed from the access point.
10. No barriers, coatings, or any material other than the cured tube or resin composite specifically designed for desirable physical and chemical resistance properties shall be left in the host pipe. Any materials used in the installation other than the cured tube or resin composite shall be removed.
11. Any cured tube or resin composite pipe left protruding from the service connection shall be trimmed back using a hydraulic-powered robotic cutting device specifically designed for cutting cured-in-place pipe made from these materials.
12. A second video inspection shall be performed to verify the proper cure of the material, the proper trim of service connection, and the integrity of the seamless pipe.
13. The bypass pumping system shall be removed and the sewer flows restored to normal flow conditions. The service lateral pipes shall be coupled together. The excavation shall be properly backfilled. The property owner of the service connection shall be informed when the Work is complete.

500-1.6.4 Deviations. If pre-installation inspection reveals conditions in the service lateral to be substantially different than those used in the design of wall thickness, tube construction, tube length, or resin system; then you shall correct the situation as approved by the Engineer.

500-1.6.5 Acceptance. Upon completion, you shall deliver the video records and written reports to the Engineer. The Engineer shall review the documentation and the Site to determine if the Work is complete and if the Work may be accepted.

500-1.6.6 Payment.

1. The payment for the Service Lateral Rehabilitation covered under 500-1.6, "Service Laterals Rehabilitation" shall be made per each lateral and shall include all necessary labor, material and equipment to clean, repair, and line the Sewer Lateral.
2. The payment for the installation of a sewer cleanout at the access point shall be included in the following Bid items:

Service Lateral Rehabilitation with Cleanout up to 7 Feet in Depth
Service Lateral Rehabilitation with Cleanout Greater than 7 Feet in Depth

3. The payment for point repairs shall be paid for in accordance with 500-1.2.7, "Payment".
4. The payment for cleaning and video inspection for rehabilitated laterals shall be in accordance with 306-9.7, "Payment".

500-1.7.10 Payment. To the City Supplement, DELETE in its entirety.

500-1.10.7 Payment. To the City Supplement, DELETE in its entirety.

500-1.13.10 Payment. To the City Supplement, DELETE in its entirety.

500-4 SERVICE LATERAL CONNECTION SEALING. DELETE in its entirety and SUBSTITUTE with the following:

500-4 SERVICE LATERAL CONNECTION (SLC) SEALING.

500-4.1 General.

1. SLC is the interface of the house sewer lateral with the main sewer. SLC to rehabilitated sanitary sewer lines shall be sealed, normally without excavation, by the installation of a resin-impregnated, flexible, felt tube or fiberglass tube installed into the existing service lateral. The tube shall form a "tee" section with a full lap inside the main pipe and shall extend continuously from the sewer main into the lateral for a minimum of 4 inches. SLC may be a combination of "tees" or "wyes" of varying angle. The resin shall be cured to form the tube into a hard impermeable pipe-within-a-pipe. When cured, the SLC shall seal the connection of the lateral to the mainline in a continuous tight-fitting, watertight pipe-within-a-pipe to eliminate any visible leakage between the lateral and mainline and shall provide a leak-proof seal designed for a minimum 50-year life to prevent root intrusion, infiltration, and exfiltration between a liner and a host pipe.
2. Prior to cleaning, you shall submit a detailed operational plan for the proposed cleaning of all roots inside the pipe and around the service connection for the Engineer's approval. After cleaning, you shall proceed with lining of the pipe and reinstating all live service connections. The service connection openings shall conform to the shape and the size of the inside diameter of the existing service connection. You shall use a wire brush or other methods and equipment as recommended by other lining system providers or other approved means and methods to provide a smooth opening for connecting the lateral to the newly lined pipeline.
3. You shall trim all protruding laterals which interfere with the lining installation as flush with the pipe interior as practicable.

500-4.2 Reference Specification. This specification references ASTM test methods which are made a part hereof by such reference and shall be the latest edition and revision thereof and shall meet the chemical resistance requirements of section 210-2.3.3, "Chemical Resistance Test (Pickle Jar Test)."

500-4.3 General Corrosion Requirements.

- a) The finished SLC product shall be fabricated from materials which when cured shall be chemically resistant to withstand internal exposure to domestic sewage and shall meet the chemical resistance requirements of 210-2.3.3, "Chemical Resistance Test (Pickle Jar Test)" and Table 210-2.4.1 (A).
- b) The SLC product shall be compatible with the lining system materials utilized in the main sewer line.

500-4.4 SLC Materials.

- a) A flexible, felt tube shall be fabricated to neatly fit the internal circumference of the conduit specified by the City. Allowance shall be made for circumferential stretching during insertion.
- b) The SLC sealing shall extend a minimum of 4 inches from the mainline into the lateral.
- c) You shall furnish a specially designed, unsaturated polyester or vinyl ester resin and catalyst system compatible with the SLC sealing process that provides cured physical strengths specified herein.

500-4.5 Physical Properties.

- a) The cured SLC sealing shall conform to the minimum structural standards as listed in Table 500-1.4.2 (A).
- b) No cured-in-place pipe rehabilitation technology shall be allowed that requires bonding to the existing pipe for any part of its structural strength.
- c) Design methods are to be derived for various loading parameters and modes of failure. Equations shall be modified to include deformation in the shape of an oval as a design parameter. The design method shall be submitted to the Engineer for approval prior to the Pre-construction Meeting.

500-4.6 Installation Preparation.

- 1. You shall remove internal debris out of the sewer line.
- 2. Inspection of pipelines shall be performed by experienced personnel trained in locating breaks and obstacles by closed circuit television. The interior of the pipeline shall be carefully inspected to determine the location of any conditions which may prevent proper installation of the SLC sealing into the pipelines and it shall be noted so that these conditions can be corrected. A color video and suitable log shall be kept for later reference by the City.

3. When required, provide for the flow of sewage around the section or sections of mainline pipe where the service lateral designated for SLC sealing is located. The bypass shall be made by plugging the line at an existing upstream manhole and pumping the flow into a downstream manhole or adjacent system. The pump and bypass lines shall be of adequate capacity and size to handle the flow without service interruption. The bypass systems shall be approved in advance by the City.
4. The service lateral shall be inactive during the time of installation.
5. You shall clear the line of obstructions that prevent the insertion of the SLC sealing material. If inspection reveals an obstruction that cannot be removed by conventional sewer cleaning equipment, you shall make an external point repair excavation to uncover and remove the obstruction. You shall inform the Engineer prior to the commencement of the Work.
6. The mainline pipe opening shall be prepared to accept the SLC sealing and the mainline rehabilitated pipe shall be maximized to obtain the best possible connection.
7. The transition from the mainline pipe to the service lateral shall be smooth and continuous to provide adequate support for the SLC sealing during installation and cure.

500-4.7 SLC Sealing Installation.

1. The resin impregnated tube shall be loaded inside a pressure apparatus. The pressure apparatus, attached to a robotic device, shall be positioned in the mainline pipe at the service connection. The robotic device, together with a television camera, shall be used to align the SLC repair with the service connection opening. Air pressure, supplied to the pressure apparatus through an air hose, shall be used to invert the resin impregnated SLC sealing into the lateral pipe. The inversion pressure shall be adjusted to fully invert the SLC sealing into the lateral pipe and hold the tube tight to the pipe wall. Care shall be taken during the curing process not to over-stress the tube.
2. The pressure apparatus shall include a bladder which shall inflate in the mainline pipe, effectively seating the SLC repair against the service connection.
3. After inversion or pull-in is completed, the recommended pressure shall be maintained on the impregnated tube for the duration of the curing process. Curing method shall be compatible with the resin selected. An ultraviolet (UV) light cured, heat cured, or ambient cured resin system is typically used.
4. The initial cure shall be deemed to be completed when the SLC sealing has been exposed to the UV light or heat source or held in place for the time period specified by the manufacturer.

5. You shall cool the hardened SLC sealing before relieving the pressure in the pressure apparatus. Cool-down may be accomplished by the introduction of cool air into the pressure apparatus. Care shall be taken to maintain proper pressure throughout the cure and cool-down period.
6. The finished SLC shall be free of dry spots, lifts, and delamination. The lateral SLC shall not inhibit the final video of the mainline or service lateral pipes. Frayed ends of the SLC repair shall be removed prior to acceptance.
7. During the warranty period, any defects which shall affect the integrity of strength of the SLC shall be repaired at your expense in a manner mutually agreed upon by the manufacturer, City, and you.
8. After the Work is completed, you shall provide the City with a video recording showing the completed Work including the restored conditions.

500-4.8 Clean-Up. Upon acceptance of the installation Work, you shall reinstate the Site affected by its operations.

500-4.9 Payment. The payment for Service Lateral Connection Work shall be made at the Contract Unit Price or lump sum price in the Bid for each Service Lateral Connection. The Contract Unit Price or lump sum price in the Bid shall include the furnishing and the installation of the Service Lateral Connection sealing system, surface preparation and repairs, preparation and tape submittal of all post cleaning videos and final videos, bypassing if required, and testing, unless otherwise specified in the Special Provisions.

SECTION 700 – EXTENDED REVEGETATION, MAINTENANCE, AND MONITORING

700-1.7.2 Project Biologist. To the City Supplement, ADD the following:

You shall retain a qualified Project Biologist to perform biological monitoring work for this contract. You shall coordinate your activities and Schedule with the activities and schedules of the Project Biologist.

SECTION 703 – ENCOUNTERING OR RELEASING HAZARDOUS SUBSTANCES

703-20 PAYMENT. To the City Supplement, item 1, DELETE in its entirety and SUBSTITUTE with the following:

1. The payment for waste management shall be included in the applicable Bid items as follows:
 - a) “Testing, Sampling, Site Storage, Handling, Transportation, and Disposal of RCRA Hazardous Waste Contamination from the Treatment of Contaminated Ground Water” (GAL).

- b) "Testing, Sampling, Site Storage, Handling, Transportation, and Disposal of Non-RCRA Hazardous Waste Contamination from the Treatment of Contaminated Ground Water" (GAL).

SECTION 705 – WATER DISCHARGES

705-1 HYDROSTATIC DISCHARGE REQUIREMENTS. To the City Supplement, ADD the following:

- 3. The discharge of hydrostatic test water and/or potable water shall not contain constituents in excess of the following:

Table 705-1 (A) Effluent Limitations

Parameter	Units	Effluent Limitations
Total Residual Chlorine	mg/L	0.1
pH	units	Within the limits of 6.0 and 9.0 at all times

- 4. Compliance with the effluent limitation shown in Table 705-1 (A) shall be determined based on the 90th percentile of all samples obtained during the discharge event. Non-compliance for each event will be considered separately.
- 5. The discharge of hydrostatic test and/or potable water to Areas of Special Biological Significance (ASBS) is prohibited. These are ocean areas requiring protection of species or biological communities to the extent that alteration of natural water quality is undesirable and are classified as a subset of State Water Quality Protection Areas. Discharges shall be located outside of the designated areas to assure maintenance of natural water quality conditions in these areas. The areas in the San Diego Region include:
 - a) La Jolla (ASBS #29)
 - b) Scripps (ASBS #31)
 - c) La Jolla Shores watershed boundaries

A map showing these areas are included in Appendix S.
- 6. If a construction project is in the ASBS, the Contractor may discharge their hydrostatic test and/or potable water into the sewer system by obtaining a permit as outlined in the Public Utilities – Wastewater Section policy attached to the Contract. The discharge points and flow data for the existing sewer system are attached to the Contract as an Appendix.

- 705-2.6.1 General.** To the City Supplement, item 3, CORRECT reference to Section 803 to read "Section 703".
- 705-2.6.3 Community Health and Safety Plan.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:
- 705-2.6.3 Community Health and Safety Plan.** See 703-2, "Community Health and Safety Plan."

SECTION 707 – RESOURCE DISCOVERIES

ADD:

- 707-1.1 Environmental Document.** The City of San Diego Environmental Analysis Section (EAS) of the Development Services Department has prepared **Addendum to Mitigated Negative Declaration (AMND)/Mitigation Monitoring and Reporting Program for Sewer Group Job 835**, as referenced in the Contract Appendix A. You must comply with all requirements of the AMND/MMRP as set forth in the Contract **Appendix A**.

Compliance with the City's environmental document is included in the various Bid items, unless a bid item has been provided.

END OF SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

SUPPLEMENTARY SPECIAL PROVISIONS
APPENDICES

APPENDIX A

ADDENDUM TO MITIGATED NEGATIVE DECLARATION/MITIGATION MONITORING AND REPORTING PROGRAM



THE CITY OF SAN DIEGO

**ADDENDUM TO
MITIGATED NEGATIVE DECLARATION No. 255100**

SCH No. 2011091045

Project No. 452086

SUBJECT: Sewer Group Job 835 Site Development Permit

I. PROJECT DESCRIPTION:

Applicant: City of San Diego Public Engineering and Capital Projects Department, Right of Way Division

Project Location

The project is separated into 26 different locations throughout the City of San Diego in Council Districts 1,2,3,4,6,7,8, and 9. The Community areas involved are La Jolla (CD1), La Playa (CD2), Old Town and Midway District (CD2), Bay Park (CD2), Clairemont (CD2), Peninsula (CD2), Pacific Beach (CD2), Greater Golden Hills (CD3), Downtown (CD3), Oldtown (CD3), Uptown (CD3), Paradise Hills (CD4), Mid City: Eastern (CD4), Mira Mesa (CD6), Navajo (CD7), San Ysidro (CD8), Southeastern (CD9) and Mid City: Kensington-Talmadge (CD9). The following Streets will be effected: Cottonwood Road, Seaward Avenue, Market Street, Gregory Street, 6th Avenue, Rodgers Street, Armada Terrace, Pacific Highway (Interstate 5), Conde Street, Jefferson Street, Congress Street, Taylor Street, University Avenue, Brookes Avenue, Fairmount Avenue, 60th Street, Lake Shore Drive, North Thorn Street, Denver Street, Ingulf Street, Morena Boulevard, Camino Circulo Sur, Camino Marrisa, Blackmore Court, Soledad Mountain Road, Buffside Avenue, Pacific Drive, Coast Walk, Torrey Pines Road, Virginia Way, Pottery Park Drive, Soledad Avenue, Merida Court, Parkdale Avenue, Bralorne Way, Summerdale Road, and Summerdale Way. (See attached location maps).

Project Description

The proposed scope of work would include replacement, rehabilitation, and installation (i.e. new alignment – trenching) of a total of 9,125 linear feet (LF) of sewer pipeline. Approximately 7,251 LF of existing 6-, 8-, and 10-inch vitrified clay (VC) sewer pipes would be rehabilitated in the same alignments at the same depth via the trenchless sewer rehabilitation method; approximately 1,138 LF of existing sewer pipe will be replaced-in-place via trenchless pipe-bursting method and open trench method; and 735 LF of new 8-inch sewer piping would be installed in new alignments at depths ranging from 3-25 feet via open trenching.

The project would also include the abandonment of 672 LF of existing 6-inch and 8-inch AC sewer pipe at three locations shown on Rehab Sheet #21, 23 and 26. All abandonment would occur within

public right of way and within sewer utility easements. No easement vacations are proposed since sewer mains are located either within the right of way or contain other utilities that will remain in use.

The Sewer Group Job 835 project is part of the City of San Diego's on-going Sewer Main and Water Main Replacement Program. The existing sewer and water mains are old, and are nearing the end of their service life. Construction of the project will reduce maintenance requirements, correct hydraulic deficiencies, improve reliability and accessibility, and bring the sewer and water main systems up to current design standards.

The project will require an open trench method of construction to replace sewer mains and laterals within existing pipeline alignments and realignments. The trench depth for sewer mains will vary from 3-25 feet. The widths of the trenches would be 3-5 feet. Other components of the project will include abandonment of sewer mains/manholes and potholing. Abandonment will involve plugging both ends of the existing pipe with concrete via existing manholes and filling the main and manholes with slurry or grout, which will not disturb the surface or subsurface. The top portion of the manhole would be removed and paved over. Trenchless methods such as pipe reaming and pipe bursting will also be employed. Potholing is employed to verify the reconnection of sewer laterals to mains or to verify utility crossings. Other improvements will consist of the installation and replacement of curb ramps, manholes, and new pavement/slurry, sewer main point repairs, and sewer laterals.

All work would occur within the public right-of-way and existing sewer and water easements. The project would comply with the requirements described in the *Standard Specifications for Public Works Construction*, and California Department of Transportation's *Manual of Traffic Controls for Construction and Maintenance Work Zones*. A traffic controls plan would be prepared and implemented in accordance with the *City of San Diego Standard Drawings Manual of Traffic Control for Construction and Maintenance Work Zones*. Best Management Practices will be required and specified within the approved Water Pollution Control Plan for erosion control and storm drain inlet protection.

II. ENVIRONMENTAL SETTING: The Sewer Group Job 835 project would occur within the developed public right-of-way and existing sewer easements in the areas of San Diego described above under Project Location. Surrounding land uses include existing residential, institutional, industrial, and commercial developments, and open space areas. See attached MND for the environmental setting for the overall Citywide Pipeline Projects.

III. PROJECT BACKGROUND: A Citywide Pipelines Projects Mitigated Negative Declaration (MND) No. 255100 was prepared by the City of San Diego's Development Services Department (DSD) and was certified by the City Council on November 30, 2011 (Resolution No. 307122). The Citywide Pipelines Projects MND provides for the inclusion of subsequent pipeline projects that are located within the public right-of-way and would not result in any direct impacts to sensitive biological resources. Pursuant to the City of San Diego's Municipal Code Section 128.0306 and Section 15164(c) of State CEQA Guidelines addenda to environmental documents are not required to be circulated for public review.

Land Use (MHPA Adjacency)

Three project locations are located adjacent to but outside the City's Multi Habitat Planning Area (MHPA), which include the following: Lake Shore Drive (Location Map/Rehab Sheet No. 22 of 26), Gregory Street (Location Map No. 16 of 26), and Soledad Avenue (Rehab Sheet No. 8 Of 26). These project locations will, therefore, be subject to the MHPA land use adjacency mitigation requirements specified under AMND Section V.

Archaeological Resources

The Citywide Pipelines Project MND No. 255100 concluded that pipeline projects located within the public right-of-way and city easements could result in significant environmental impacts relating to archaeological resources, which included mitigation to reduce impacts to archaeological resources to below a level of significance. The project areas identified with Sewer Group Job 835 would include excavation of previously undisturbed soil which has the potential to contain sensitive archaeological resources.

To reduce potential archaeological resource impacts to below a level of significance, excavation within previously undisturbed soil, for either new trench alignments and/or for replacement of pipelines within the same trench alignment occurring at a deeper depth than the previously existing pipeline, would be monitored by a qualified archaeologist or archaeological monitor. Any significant archaeological resources encountered would be recovered and curated in accordance with the mitigation monitoring and Reporting Program (MMRP) detailed in Section V.

Paleontological Resources

The Citywide Pipelines Project MND No. 255100 analyzed paleontological resources in relation to pipeline projects, which included mitigation to reduce impacts to paleontological resources to below a level of significance. The project areas identified with Sewer Group Job 835 are underlain by geologic formations that, with respect to paleontological fossil resource potential, are assigned a moderate to high sensitivity ratings. Based on the sensitivity of the affected formations and proposed 25-foot excavation depths, construction of Sewer and Water Group Job 835 could result in potentially significant impacts to fossil resources in previously undisturbed formations.

To reduce potential impacts to below a level of significance, excavation within previously undisturbed formations at a depth of 10 or more feet, for either new trench alignments and/or for replacement of pipelines within the same trench alignment occurring at a deeper depth than the previously existing pipeline, would be monitored by a qualified paleontologist or paleontological monitor. Any significant paleontological resources encountered would be recovered and curated in accordance with the mitigation monitoring and Reporting Program (MMRP) detailed in Section V.

IV. DETERMINATION:

The City of San Diego previously prepared Mitigated Negative Declaration No. 255100 for the project described in the attached MND.

Based upon a review of the current project, it has been determined that:

- a. There are no new significant environmental impacts not considered in the previous MND;
- b. No substantial changes have occurred with respect to the circumstances under which the project is undertaken; and
- c. There is no new information of substantial importance to the project.

Therefore, in accordance with Section 15164 of the State CEQA Guidelines this addendum has been prepared. No public review of this addendum is required.

V. MITIGATION, MONITORING AND REPORTING PROGRAM INCORPORATED INTO THE PROJECT:

Historical Resources (Archaeology)

I. Prior to Permit Issuance or Bid Opening/Bid Award

A. Entitlements Plan Check

- 1. Prior to permit issuance or Bid Opening/Bid Award, whichever is applicable, the Assistant Deputy Director (ADD) Environmental designee shall verify that the requirements for Archaeological Monitoring and Native American monitoring have been noted on the applicable construction documents through the plan check process.

B. Letters of Qualification have been submitted to ADD

- 1. Prior to Bid Award, the applicant shall submit a letter of verification to Mitigation Monitoring Coordination (MMC) identifying the Principal Investigator (PI) for the project and the names of all persons involved in the archaeological monitoring program, as defined in the City of San Diego Historical Resources Guidelines (HRG). If applicable, individuals involved in the archaeological monitoring program must have completed the 40-hour HAZWOPER training with certification documentation.
- 2. MMC will provide a letter to the applicant confirming the qualifications of the PI and all persons involved in the archaeological monitoring of the project meet the qualifications established in the HRG.
- 3. Prior to the start of work, the applicant must obtain written approval from MMC for any personnel changes associated with the monitoring program.

II. Prior to Start of Construction

A. Verification of Records Search

- 1. The PI shall provide verification to MMC that a site specific records search (1/4 mile radius) has been completed. Verification includes, but is not limited to a copy of a confirmation letter from South Coastal Information Center, or, if the search was in-house, a letter of verification from the PI stating that the search was completed.
- 2. The letter shall introduce any pertinent information concerning expectations and probabilities of discovery during trenching and/or grading activities.

3. The PI may submit a detailed letter to MMC requesting a reduction to the ¼ mile radius.
- B. PI Shall Attend Precon Meetings
1. Prior to beginning any work that requires monitoring; the Applicant shall arrange a Precon Meeting that shall include the PI, Native American consultant/monitor (where Native American resources may be impacted), Construction Manager (CM) and/or Grading Contractor, Resident Engineer (RE), Building Inspector (BI), if appropriate, and MMC. The qualified Archaeologist and Native American Monitor shall attend any grading/excavation related Precon Meetings to make comments and/or suggestions concerning the Archaeological Monitoring program with the Construction Manager and/or Grading Contractor.
 - a. If the PI is unable to attend the Precon Meeting, the Applicant shall schedule a focused Precon Meeting with MMC, the PI, RE, CM or BI, if appropriate, prior to the start of any work that requires monitoring.
 2. Acknowledgement of Responsibility for Curation (CIP or Other Public Projects)
The applicant shall submit a letter to MMC acknowledging their responsibility for the cost of curation associated with all phases of the archaeological monitoring program.
 3. Identify Areas to be Monitored
 - a. Prior to the start of any work that requires monitoring, the PI shall submit an Archaeological Monitoring Exhibit (AME) (with verification that the AME has been reviewed and approved by the Native American consultant/monitor when Native American resources may be impacted) based on the appropriate construction documents (reduced to 11x17) to MMC identifying the areas to be monitored including the delineation of grading/excavation limits.
 - b. The AME shall be based on the results of a site specific records search as well as information regarding the age of existing pipelines, laterals and associated appurtenances and/or any known soil conditions (native or formation).
 - c. MMC shall notify the PI that the AME has been approved.
 4. When Monitoring Will Occur
 - a. Prior to the start of any work, the PI shall also submit a construction schedule to MMC through the RE indicating when and where monitoring will occur.
 - b. The PI may submit a detailed letter to MMC prior to the start of work or during construction requesting a modification to the monitoring program. This request shall be based on relevant information such as review of final construction documents which indicate conditions such as age of existing pipe to be replaced, depth of excavation and/or site graded to bedrock, etc., which may reduce or increase the potential for resources to be present.
 5. Approval of AME and Construction Schedule
After approval of the AME by MMC, the PI shall submit to MMC written authorization of the AME and Construction Schedule from the CM.

III. During Construction

- A. Monitor Shall be Present During Grading/Excavation/Trenching
1. The Archaeological Monitor shall be present full-time during all soil disturbing and grading/excavation/trenching activities which could result in impacts to archaeological resources as identified on the AME. The Construction Manager is

responsible for notifying the RE, PI, and MMC of changes to any construction activities such as in the case of a potential safety concern within the area being monitored. In certain circumstances OSHA safety requirements may necessitate modification of the AME.

2. The Native American consultant/monitor shall determine the extent of their presence during soil disturbing and grading/excavation/trenching activities based on the AME and provide that information to the PI and MMC. If prehistoric resources are encountered during the Native American consultant/monitor's absence, work shall stop and the Discovery Notification Process detailed in Section III.B-C and IV.A-D shall commence.
3. The PI may submit a detailed letter to MMC during construction requesting a modification to the monitoring program when a field condition such as modern disturbance post-dating the previous grading/trenching activities, presence of fossil formations, or when native soils are encountered that may reduce or increase the potential for resources to be present.
4. The archaeological and Native American consultant/monitor shall document field activity via the Consultant Site Visit Record (CSV). The CSV's shall be faxed by the CM to the RE the first day of monitoring, the last day of monitoring, monthly (**Notification of Monitoring Completion**), and in the case of ANY discoveries. The RE shall forward copies to MMC.

B. Discovery Notification Process

1. In the event of a discovery, the Archaeological Monitor shall direct the contractor to temporarily divert all soil disturbing activities, including but not limited to digging, trenching, excavating or grading activities in the area of discovery and in the area reasonably suspected to overlay adjacent resources and immediately notify the RE or BI, as appropriate.
2. The Monitor shall immediately notify the PI (unless Monitor is the PI) of the discovery.
3. The PI shall immediately notify MMC by phone of the discovery, and shall also submit written documentation to MMC within 24 hours by fax or email with photos of the resource in context, if possible.
4. No soil shall be exported off-site until a determination can be made regarding the significance of the resource specifically if Native American resources are encountered.

C. Determination of Significance

1. The PI and Native American consultant/monitor, where Native American resources are discovered shall evaluate the significance of the resource. If Human Remains are involved, follow protocol in Section IV below.
 - a. The PI shall immediately notify MMC by phone to discuss significance determination and shall also submit a letter to MMC indicating whether additional mitigation is required.
 - b. If the resource is significant, the PI shall submit an Archaeological Data Recovery Program (ADRP) and obtain written approval of the program from MMC, CM and RE. ADRP and any mitigation must be approved by MMC, RE and/or CM before ground disturbing activities in the area of discovery will be allowed to resume.
Note: If a unique archaeological site is also an historical resource as defined in CEQA Section 15064.5, then the limits on the amount(s) that a project applicant

may be required to pay to cover mitigation costs as indicated in CEQA Section 21083.2 shall not apply.

- (1). Note: For pipeline trenching and other linear projects in the public Right-of-Way, the PI shall implement the Discovery Process for Pipeline Trenching projects identified below under "D."
- c. If the resource is not significant, the PI shall submit a letter to MMC indicating that artifacts will be collected, curated, and documented in the Final Monitoring Report. The letter shall also indicate that that no further work is required.
 - (1). Note: For Pipeline Trenching and other linear projects in the public Right-of-Way, if the deposit is limited in size, both in length and depth; the information value is limited and is not associated with any other resource; and there are no unique features/artifacts associated with the deposit, the discovery should be considered not significant.
 - (2). Note, for Pipeline Trenching and other linear projects in the public Right-of-Way, if significance cannot be determined, the Final Monitoring Report and Site Record (DPR Form 523A/B) shall identify the discovery as Potentially Significant.

D. Discovery Process for Significant Resources - Pipeline Trenching and other Linear Projects In the Public Right-of-Way

The following procedure constitutes adequate mitigation of a significant discovery encountered during pipeline trenching activities or for other linear project types within the Public Right-of-Way including but not limited to excavation for jacking pits, receiving pits, laterals, and manholes to reduce impacts to below a level of significance:

1. Procedures for documentation, curation and reporting
 - a. One hundred percent of the artifacts within the trench alignment and width shall be documented in-situ, to include photographic records; plan view of the trench and profiles of side walls, recovered, photographed after cleaning and analyzed and curated. The remainder of the deposit within the limits of excavation (trench walls) shall be left intact.
 - b. The PI shall prepare a Draft Monitoring Report and submit to MMC via the RE as indicated in Section VI-A.
 - c. The PI shall be responsible for recording (on the appropriate State of California Department of Park and Recreation forms-DPR 523 A/B) the resource(s) encountered during the Archaeological Monitoring Program in accordance with the City's Historical Resources Guidelines. The DPR forms shall be submitted to the South Coastal Information Center for either a Primary Record or SDI Number and included in the Final Monitoring Report.
 - d. The Final Monitoring Report shall include a recommendation for monitoring of any future work in the vicinity of the resource.

IV. Discovery of Human Remains

If human remains are discovered, work shall halt in that area and no soil shall be exported off-site until a determination can be made regarding the provenance of the human remains; and the following procedures as set forth in CEQA Section 15064.5(e), the California Public Resources Code (Sec. 5097.98) and State Health and Safety Code (Sec. 7050.5) shall be undertaken:

- A. Notification

1. Archaeological Monitor shall notify the RE or BI as appropriate, MMC, and the PI, if the Monitor is not qualified as a PI. MMC will notify the appropriate Senior Planner in the Environmental Analysis Section (EAS) of the Development Services Department to assist with the discovery notification process.
 2. The PI shall notify the Medical Examiner after consultation with the RE, either in person or via telephone.
- B. Isolate discovery site
1. Work shall be directed away from the location of the discovery and any nearby area reasonably suspected to overlay adjacent human remains until a determination can be made by the Medical Examiner in consultation with the PI concerning the provenience of the remains.
 2. The Medical Examiner, in consultation with the PI, will determine the need for a field examination to determine the provenience.
 3. If a field examination is not warranted, the Medical Examiner will determine with input from the PI, if the remains are or are most likely to be of Native American origin.
- C. If Human Remains **ARE** determined to be Native American
1. The Medical Examiner will notify the Native American Heritage Commission (NAHC) within 24 hours. By law, **ONLY** the Medical Examiner can make this call.
 2. NAHC will immediately identify the person or persons determined to be the Most Likely Descendent (MLD) and provide contact information.
 3. The MLD will contact the PI within 24 hours or sooner after the Medical Examiner has completed coordination, to begin the consultation process in accordance with CEQA Section 15064.5(e), the California Public Resources and Health & Safety Codes.
 4. The MLD will have 48 hours to make recommendations to the property owner or representative, for the treatment or disposition with proper dignity, of the human remains and associated grave goods.
 5. Disposition of Native American Human Remains will be determined between the MLD and the PI, and, if:
 - a. The NAHC is unable to identify the MLD, OR the MLD failed to make a recommendation within 48 hours after being notified by the Commission, OR;
 - b. The landowner or authorized representative rejects the recommendation of the MLD and mediation in accordance with PRC 5097.94 (k) by the NAHC fails to provide measures acceptable to the landowner, THEN
 - c. To protect these sites, the landowner shall do one or more of the following:
 - (1) Record the site with the NAHC;
 - (2) Record an open space or conservation easement; or
 - (3) Record a document with the County.
 - d. Upon the discovery of multiple Native American human remains during a ground disturbing land development activity, the landowner may agree that additional conferral with descendants is necessary to consider culturally appropriate treatment of multiple Native American human remains. Culturally appropriate treatment of such a discovery may be ascertained from review of the site utilizing cultural and archaeological standards. Where the parties are unable to agree on the appropriate treatment measures the human remains and items associated and buried with Native American human remains shall be reinterred with appropriate dignity, pursuant to Section 5.c., above.

- D. If Human Remains are **NOT** Native American
 1. The PI shall contact the Medical Examiner and notify them of the historic era context of the burial.
 2. The Medical Examiner will determine the appropriate course of action with the PI and City staff (PRC 5097.98).
 3. If the remains are of historic origin, they shall be appropriately removed and conveyed to the San Diego Museum of Man for analysis. The decision for internment of the human remains shall be made in consultation with MMC, EAS, the applicant/landowner, any known descendant group, and the San Diego Museum of Man.

V. Night and/or Weekend Work

- A. If night and/or weekend work is included in the contract
 1. When night and/or weekend work is included in the contract package, the extent and timing shall be presented and discussed at the precon meeting.
 2. The following procedures shall be followed.
 - a. No Discoveries
In the event that no discoveries were encountered during night and/or weekend work, the PI shall record the information on the CSVR and submit to MMC via fax by 8AM of the next business day.
 - b. Discoveries
All discoveries shall be processed and documented using the existing procedures detailed in Sections III - During Construction, and IV - Discovery of Human Remains. Discovery of human remains shall always be treated as a significant discovery.
 - c. Potentially Significant Discoveries
If the PI determines that a potentially significant discovery has been made, the procedures detailed under Section III - During Construction and IV-Discovery of Human Remains shall be followed.
 - d. The PI shall immediately contact the RE and MMC, or by 8AM of the next business day to report and discuss the findings as indicated in Section III-B, unless other specific arrangements have been made.
- B. If night and/or weekend work becomes necessary during the course of construction
 1. The Construction Manager shall notify the RE, or BI, as appropriate, a minimum of 24 hours before the work is to begin.
 2. The RE, or BI, as appropriate, shall notify MMC immediately.
- C. All other procedures described above shall apply, as appropriate.

VI. Post Construction

- A. Submittal of Draft Monitoring Report
 1. The PI shall submit two copies of the Draft Monitoring Report (even if negative), prepared in accordance with the Historical Resources Guidelines (Appendix C/D) which describes the results, analysis, and conclusions of all phases of the Archaeological Monitoring Program (with appropriate graphics) to MMC via the RE for review and approval within 90 days following the completion of monitoring. It should be noted that if the PI is unable to submit the Draft Monitoring Report within the allotted 90-day timeframe as a result of delays with analysis, special study results or other complex issues, a schedule shall be submitted to MMC establishing agreed

due dates and the provision for submittal of monthly status reports until this measure can be met.

- a. For significant archaeological resources encountered during monitoring, the Archaeological Data Recovery Program or Pipeline Trenching Discovery Process shall be included in the Draft Monitoring Report.
 - b. Recording Sites with State of California Department of Parks and Recreation
The PI shall be responsible for recording (on the appropriate State of California Department of Park and Recreation forms-DPR 523-A/B) any significant or potentially significant resources encountered during the Archaeological Monitoring Program in accordance with the City's Historical Resources Guidelines, and submittal of such forms to the South Coastal Information Center with the Final Monitoring Report.
2. MMC shall return the Draft Monitoring Report to the PI via the RE for revision or, for preparation of the Final Report.
 3. The PI shall submit revised Draft Monitoring Report to MMC via the RE for approval.
 4. MMC shall provide written verification to the PI of the approved report.
 5. MMC shall notify the RE or BI, as appropriate, of receipt of all Draft Monitoring Report submittals and approvals.
- B. Handling of Artifacts
1. The PI shall be responsible for ensuring that all cultural remains collected are cleaned and catalogued
 2. The PI shall be responsible for ensuring that all artifacts are analyzed to identify function and chronology as they relate to the history of the area; that faunal material is identified as to species; and that specialty studies are completed, as appropriate.
- C. Curation of artifacts: Accession Agreement and Acceptance Verification
1. The PI shall be responsible for ensuring that all artifacts associated with the survey, testing and/or data recovery for this project are permanently curated with an appropriate institution. This shall be completed in consultation with MMC and the Native American representative, as applicable.
 2. When applicable to the situation, the PI shall include written verification from the Native American consultant/monitor indicating that Native American resources were treated in accordance with state law and/or applicable agreements. If the resources were reinterred, verification shall be provided to show what protective measures were taken to ensure no further disturbance occurs in accordance with Section IV – Discovery of Human Remains, Subsection C.
 3. The PI shall submit the Accession Agreement and catalogue record(s) to the RE or BI, as appropriate for donor signature with a copy submitted to MMC.
 4. The RE or BI, as appropriate shall obtain signature on the Accession Agreement and shall return to PI with copy submitted to MMC.
 5. The PI shall include the Acceptance Verification from the curation institution in the Final Monitoring Report submitted to the RE or BI and MMC.
- D. Final Monitoring Report(s)
1. The PI shall submit one copy of the approved Final Monitoring Report to the RE or BI as appropriate, and one copy to MMC (even if negative), within 90 days after notification from MMC of the approved report.

2. The RE shall, in no case, issue the Notice of Completion until receiving a copy of the approved Final Monitoring Report from MMC which includes the Acceptance Verification from the curation institution.

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Paleontological Resources

I. Prior to Permit Issuance or Bid Opening/Bid Award

A. Entitlements Plan Check

1. Prior to permit issuance or Bid Opening/Bid Award, whichever is applicable, the Assistant Deputy Director (ADD) Environmental designee shall verify that the requirements for Paleontological Monitoring have been noted on the appropriate construction documents.

B. Letters of Qualification have been submitted to ADD

1. Prior to Bid Award, the applicant shall submit a letter of verification to Mitigation Monitoring Coordination (MMC) identifying the Principal Investigator (PI) for the project and the names of all persons involved in the paleontological monitoring program, as defined in the City of San Diego Paleontology Guidelines.
2. MMC will provide a letter to the applicant confirming the qualifications of the PI and all persons involved in the paleontological monitoring of the project.
3. Prior to the start of work, the applicant shall obtain approval from MMC for any personnel changes associated with the monitoring program.

II. Prior to Start of Construction

A. Verification of Records Search

1. The PI shall provide verification to MMC that a site specific records search has been completed. Verification includes, but is not limited to a copy of a confirmation letter from San Diego Natural History Museum, other institution or, if the search was in-house, a letter of verification from the PI stating that the search was completed.
2. The letter shall introduce any pertinent information concerning expectations and probabilities of discovery during trenching and/or grading activities.

B. PI Shall Attend Precon Meetings

1. Prior to beginning any work that requires monitoring, the Applicant shall arrange a Precon Meeting that shall include the PI, Construction Manager (CM) and/or Grading Contractor, Resident Engineer (RE), Building Inspector (BI), if appropriate, and MMC. The qualified paleontologist shall attend any grading/excavation related Precon Meetings to make comments and/or suggestions concerning the Paleontological Monitoring program with the Construction Manager and/or Grading Contractor.
 - a. If the PI is unable to attend the Precon Meeting, the Applicant shall schedule a focused Precon Meeting with MMC, the PI, RE, CM or BI, if appropriate, prior to the start of any work that requires monitoring.
2. Acknowledgement of Responsibility for Curation (CIP or Other Public Projects)

The applicant shall submit a letter to MMC acknowledging their responsibility for the cost of curation associated with all phases of the paleontological monitoring program.

3. Identify Areas to be Monitored
 - a. Prior to the start of any work that requires monitoring, the PI shall submit a Paleontological Monitoring Exhibit (PME) based on the appropriate construction documents (reduced to 11x17) to MMC for approval identifying the areas to be monitored including the delineation of grading/excavation limits. Monitoring shall begin at depths below 10 feet from existing grade or as determined by the PI in consultation with MMC. The determination shall be based on site specific records search data which supports monitoring at depths less than ten feet.
 - b. The PME shall be based on the results of a site specific records search as well as information regarding existing known soil conditions (native or formation).
 - c. MMC shall notify the PI that the PME has been approved.
4. When Monitoring Will Occur
 - a. Prior to the start of any work, the PI shall also submit a construction schedule to MMC through the RE indicating when and where monitoring will occur.
 - b. The PI may submit a detailed letter to MMC prior to the start of work or during construction requesting a modification to the monitoring program. This request shall be based on relevant information such as review of final construction documents which indicate conditions such as depth of excavation and/or site graded to bedrock, presence or absence of fossil resources, etc., which may reduce or increase the potential for resources to be present.
5. Approval of PME and Construction Schedule

After approval of the PME by MMC, the PI shall submit to MMC written authorization of the PME and Construction Schedule from the CM.

III. During Construction

- A. Monitor Shall be Present During Grading/Excavation/Trenching
 1. The monitor shall be present full-time during grading/excavation/trenching activities including, but not limited to mainline, laterals, jacking and receiving pits, services and all other appurtenances associated with underground utilities as identified on the PME that could result in impacts to formations with high and/or moderate resource sensitivity. The Construction Manager is responsible for notifying the RE, PI, and MMC of changes to any construction activities such as in the case of a potential safety concern within the area being monitored. In certain circumstances OSHA safety requirements may necessitate modification of the PME.
 2. The PI may submit a detailed letter to MMC during construction requesting a modification to the monitoring program when a field condition such as trenching activities that do not encounter formational soils as previously assumed, and/or when unique/unusual fossils are encountered, which may reduce or increase the potential for resources to be present.
 3. The monitor shall document field activity via the Consultant Site Visit Record (CSVR). The CSVR's shall be faxed by the CM to the RE the first day of monitoring, the last day of monitoring, monthly (Notification of Monitoring Completion), and in the case of ANY discoveries. The RE shall forward copies to MMC.
- B. Discovery Notification Process

1. In the event of a discovery, the Paleontological Monitor shall direct the contractor to temporarily divert trenching activities in the area of discovery and immediately notify the RE or BI, as appropriate.
 2. The Monitor shall immediately notify the PI (unless Monitor is the PI) of the discovery.
 3. The PI shall immediately notify MMC by phone of the discovery, and shall also submit written documentation to MMC within 24 hours by fax or email with photos of the resource in context, if possible.
- C. Determination of Significance
1. The PI shall evaluate the significance of the resource.
 - a. The PI shall immediately notify MMC by phone to discuss significance determination and shall also submit a letter to MMC indicating whether additional mitigation is required. The determination of significance for fossil discoveries shall be at the discretion of the PI.
 - b. If the resource is significant, the PI shall submit a Paleontological Recovery Program (PRP) and obtain written approval of the program from MMC, MC and/or RE. PRP and any mitigation must be approved by MMC, RE and/or CM before ground disturbing activities in the area of discovery will be allowed to resume.
 - (1). Note: For pipeline trenching projects only, the PI shall implement the Discovery Process for Pipeline Trenching projects identified below under "D."
 - c. If resource is not significant (e.g., small pieces of broken common shell fragments or other scattered common fossils) the PI shall notify the RE, or BI as appropriate, that a non-significant discovery has been made. The Paleontologist shall continue to monitor the area without notification to MMC unless a significant resource is encountered.
 - d. The PI shall submit a letter to MMC indicating that fossil resources will be collected, curated, and documented in the Final Monitoring Report. The letter shall also indicate that no further work is required.
 - (1). Note: For Pipeline Trenching Projects Only. If the fossil discovery is limited in size, both in length and depth; the information value is limited and there are no unique fossil features associated with the discovery area, then the discovery should be considered not significant.
 - (2). Note, for Pipeline Trenching Projects Only: If significance cannot be determined, the Final Monitoring Report and Site Record shall identify the discovery as Potentially Significant.
- D. Discovery Process for Significant Resources - Pipeline Trenching Projects
- The following procedure constitutes adequate mitigation of a significant discovery encountered during pipeline trenching activities including but not limited to excavation for jacking pits, receiving pits, laterals, and manholes to reduce impacts to below a level of significance.
1. Procedures for documentation, curation and reporting
 - a. One hundred percent of the fossil resources within the trench alignment and width shall be documented in-situ photographically, drawn in plan view (trench and profiles of side walls), recovered from the trench and photographed after cleaning, then analyzed and curated consistent with Society of Invertebrate

Paleontology Standards. The remainder of the deposit within the limits of excavation (trench walls) shall be left intact and so documented.

- b. The PI shall prepare a Draft Monitoring Report and submit to MMC via the RE as indicated in Section VI-A.
- c. The PI shall be responsible for recording (on the appropriate forms for the San Diego Natural History Museum) the resource(s) encountered during the Paleontological Monitoring Program in accordance with the City's Paleontological Guidelines. The forms shall be submitted to the San Diego Natural History Museum and included in the Final Monitoring Report.
- d. The Final Monitoring Report shall include a recommendation for monitoring of any future work in the vicinity of the resource.

IV. Night and/or Weekend Work

- A. If night and/or weekend work is included in the contract
 1. When night and/or weekend work is included in the contract package, the extent and timing shall be presented and discussed at the precon meeting.
 2. The following procedures shall be followed.
 - a. No Discoveries
In the event that no discoveries were encountered during night and/or weekend work, The PI shall record the information on the CSVr and submit to MMC via the RE via fax by 8AM on the next business day.
 - b. Discoveries
All discoveries shall be processed and documented using the existing procedures detailed in Sections III - During Construction.
 - c. Potentially Significant Discoveries
If the PI determines that a potentially significant discovery has been made, the procedures detailed under Section III - During Construction shall be followed.
 - d. The PI shall immediately contact the RE and MMC, or by 8AM on the next business day to report and discuss the findings as indicated in Section III-B, unless other specific arrangements have been made.
- B. If night and/or weekend work becomes necessary during the course of construction
 1. The Construction Manager shall notify the RE, or BI, as appropriate, a minimum of 24 hours before the work is to begin.
 2. The RE, or BI, as appropriate, shall notify MMC immediately.
- C. All other procedures described above shall apply, as appropriate.

V. Post Construction

- A. Preparation and Submittal of Draft Monitoring Report
 1. The PI shall submit two copies of the Draft Monitoring Report (even if negative), prepared in accordance with the Paleontological Guidelines which describes the results, analysis, and conclusions of all phases of the Paleontological Monitoring Program (with appropriate graphics) to MMC via the RE for review and approval within 90 days following the completion of monitoring.
 - a. For significant paleontological resources encountered during monitoring, the Paleontological Recovery Program or Pipeline Trenching Discovery Process shall be included in the Draft Monitoring Report.
 - b. Recording Sites with the San Diego Natural History Museum

The PI shall be responsible for recording (on the appropriate forms) any significant or potentially significant fossil resources encountered during the Paleontological Monitoring Program in accordance with the City's Paleontological Guidelines, and submittal of such forms to the San Diego Natural History Museum with the Final Monitoring Report.

2. MMC shall return the Draft Monitoring Report to the PI via the RE for revision or, for preparation of the Final Report.
 3. The PI shall submit revised Draft Monitoring Report to MMC via the RE for approval.
 4. MMC shall provide written verification to the PI of the approved report.
 5. MMC shall notify the RE or BI, as appropriate, of receipt of all Draft Monitoring Report submittals and approvals.
- B. Handling of Fossil Remains
1. The PI shall be responsible for ensuring that all fossil remains collected are cleaned and catalogued.
- C. Curation of artifacts: Deed of Gift and Acceptance Verification
1. The PI shall be responsible for ensuring that all fossil remains associated with the monitoring for this project are permanently curated with an appropriate institution.
 2. The PI shall submit the Deed of Gift and catalogue record(s) to the RE or BI, as appropriate for donor signature with a copy submitted to MMC.
 3. The RE or BI, as appropriate shall obtain signature on the Deed of Gift and shall return to PI with copy submitted to MMC.
 4. The PI shall include the Acceptance Verification from the curation institution in the Final Monitoring Report submitted to the RE or BI and MMC.
- D. Final Monitoring Report(s)
1. The PI shall submit two copies of the Final Monitoring Report to MMC (even if negative), within 90 days after notification from MMC of the approved report.
 2. The RE shall, in no case, issue the Notice of Completion until receiving a copy of the approved Final Monitoring Report from MMC which includes the Acceptance Verification from the curation institution.

Land Use [Multiple Species Conservation Program (MSCP) For Projects within 100 feet of the MHPA]

- I. Prior to issuance of any construction permit or notice to proceed, DSD/ LDR, and/or MSCP staff shall verify the Applicant has accurately represented the project's design in or on the Construction Documents (CD's/CD's consist of Construction Plan Sets for Private Projects and Contract Specifications for Public Projects) are in conformance with the associated discretionary permit conditions and Exhibit "A", and also the City's Multi-Species Conservation Program (MSCP) Multi-Habitat Planning Area (MHPA) Land Use Adjacency Guidelines. The applicant shall provide an implementing plan and include references on/in CD's of the following:
 1. Grading/Land Development/MHPA Boundaries - MHPA boundaries on-site and adjacent properties shall be delineated on the CDs. DSD Planning and/or MSCP staff shall ensure that all grading is included within the development footprint, specifically manufactured slopes, disturbance, and development within or adjacent to the

MHPA. For projects within or adjacent to the MHPA, all manufactured slopes associated with site development shall be included within the development footprint.

2. Drainage - All new and proposed parking lots and developed areas in and adjacent to the MHPA shall be designed so they do not drain directly into the MHPA. All developed and paved areas must prevent the release of toxins, chemicals, petroleum products, exotic plant materials prior to release by incorporating the use of filtration devices, planted swales and/or planted detention/ desiltation basins, or other approved permanent methods that are designed to minimize negative impacts, such as excessive water and toxins into the ecosystems of the MHPA.
3. Toxics/Project Staging Areas/Equipment Storage - Projects that use chemicals or generate by-products such as pesticides, herbicides, and animal waste, and other substances that are potentially toxic or impactful to native habitats/flora/fauna (including water) shall incorporate measures to reduce impacts caused by the application and/or drainage of such materials into the MHPA. No trash, oil, parking, or other construction/development-related material/activities shall be allowed outside any approved construction limits. Where applicable, this requirement shall be incorporated into leases on publicly-owned property when applications for renewal occur. Provide a note in/on the CD's that states: "All construction related activity that may have potential for leakage or intrusion shall be monitored by the Qualified Biologist/Owners Representative or Resident Engineer to ensure there is no impact to the MHPA."
4. Lighting - Lighting within or adjacent to the MHPA shall be directed away/shielded from the MHPA and be subject to City Outdoor Lighting Regulations per LDC Section 142.0740.
5. Barriers - New development within or adjacent to the MHPA shall be required to provide barriers (e.g., non-invasive vegetation; rocks/boulders; 6-foot high, vinyl-coated chain link or equivalent fences/walls; and/or signage) along the MHPA boundaries to direct public access to appropriate locations, reduce domestic animal predation, protect wildlife in the preserve, and provide adequate noise reduction where needed.
6. Invasives- No invasive non-native plant species shall be introduced into areas within or adjacent to the MHPA.
7. Noise - Due to the site's location adjacent to or within the MHPA where the Qualified Biologist has identified potential nesting habitat for listed avian species, construction noise that exceeds the maximum levels allowed shall be avoided during the breeding seasons for the following: California Gnatcatcher(3/1-8/15). If construction is proposed during the breeding season for the species, U.S. Fish and Wildlife Service protocol surveys shall be required in order to determine species presence/absence. If protocol surveys are not conducted in suitable habitat during

the breeding season for the aforementioned listed species, presence shall be assumed with implementation of noise attenuation and biological monitoring.

When applicable (i.e., habitat is occupied or if presence of the covered species is assumed), adequate noise reduction measures shall be incorporated as follows:

COASTAL CALIFORNIA GNATCATCHER (Federally Threatened)

1. Prior to the preconstruction meeting, the City Manager (or appointed designee) shall verify that the Multi-Habitat Planning Area (MHPA) boundaries and the following project requirements regarding the coastal California gnatcatcher are shown on the construction plans:

NO CLEARING, GRUBBING, GRADING, OR OTHER CONSTRUCTION ACTIVITIES SHALL OCCUR BETWEEN MARCH 1 AND AUGUST 15, THE BREEDING SEASON OF THE COASTAL CALIFORNIA GNATCATCHER, UNTIL THE FOLLOWING REQUIREMENTS HAVE BEEN MET TO THE SATISFACTION OF THE CITY MANAGER:

A. A QUALIFIED BIOLOGIST (POSSESSING A VALID ENDANGERED SPECIES ACT SECTION 10(a)(1)(A) RECOVERY PERMIT) SHALL SURVEY THOSE HABITAT AREAS WITHIN THE MHPA THAT WOULD BE SUBJECT TO CONSTRUCTION NOISE LEVELS EXCEEDING 60 DECIBELS [dB(A)] HOURLY AVERAGE FOR THE PRESENCE OF THE COASTAL CALIFORNIA GNATCATCHER. SURVEYS FOR THE COASTAL CALIFORNIA GNATCATCHER SHALL BE CONDUCTED PURSUANT TO THE PROTOCOL SURVEY GUIDELINES ESTABLISHED BY THE U.S. FISH AND WILDLIFE SERVICE WITHIN THE BREEDING SEASON PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION. IF GNATCATCHERS ARE PRESENT, THEN THE FOLLOWING CONDITIONS MUST BE MET:

- I. BETWEEN MARCH 1 AND AUGUST 15, NO CLEARING, GRUBBING, OR GRADING OF OCCUPIED GNATCATCHER HABITAT SHALL BE PERMITTED. AREAS RESTRICTED FROM SUCH ACTIVITIES SHALL BE STAKED OR FENCED UNDER THE SUPERVISION OF A QUALIFIED BIOLOGIST; AND
- II. BETWEEN MARCH 1 AND AUGUST 15, NO CONSTRUCTION ACTIVITIES SHALL OCCUR WITHIN ANY PORTION OF THE SITE WHERE CONSTRUCTION ACTIVITIES WOULD RESULT IN NOISE LEVELS EXCEEDING 60 dB (A) HOURLY AVERAGE AT THE EDGE OF OCCUPIED GNATCATCHER HABITAT. AN ANALYSIS SHOWING THAT NOISE GENERATED BY CONSTRUCTION ACTIVITIES WOULD NOT EXCEED 60 dB (A) HOURLY AVERAGE AT THE EDGE OF OCCUPIED HABITAT MUST BE COMPLETED BY A QUALIFIED ACOUSTICIAN (POSSESSING CURRENT NOISE ENGINEER LICENSE OR REGISTRATION WITH MONITORING NOISE LEVEL EXPERIENCE WITH LISTED ANIMAL SPECIES) AND APPROVED BY THE CITY MANAGER AT LEAST TWO WEEKS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES. PRIOR TO THE COMMENCEMENT OF

CONSTRUCTION ACTIVITIES DURING THE BREEDING SEASON, AREAS RESTRICTED FROM SUCH ACTIVITIES SHALL BE STAKED OR FENCED UNDER THE SUPERVISION OF A QUALIFIED BIOLOGIST; OR

- III. AT LEAST TWO WEEKS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES, UNDER THE DIRECTION OF A QUALIFIED ACOUSTICIAN, NOISE ATTENUATION MEASURES (e.g., BERMS, WALLS) SHALL BE IMPLEMENTED TO ENSURE THAT NOISE LEVELS RESULTING FROM CONSTRUCTION ACTIVITIES WILL NOT EXCEED 60 dB(A) HOURLY AVERAGE AT THE EDGE OF HABITAT OCCUPIED BY THE COASTAL CALIFORNIA GNATCATCHER. CONCURRENT WITH THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES AND THE CONSTRUCTION OF NECESSARY NOISE ATTENUATION FACILITIES, NOISE MONITORING* SHALL BE CONDUCTED AT THE EDGE OF THE OCCUPIED HABITAT AREA TO ENSURE THAT NOISE LEVELS DO NOT EXCEED 60 dB (A) HOURLY AVERAGE. IF THE NOISE ATTENUATION TECHNIQUES IMPLEMENTED ARE DETERMINED TO BE INADEQUATE BY THE QUALIFIED ACOUSTICIAN OR BIOLOGIST, THEN THE ASSOCIATED CONSTRUCTION ACTIVITIES SHALL CEASE UNTIL SUCH TIME THAT ADEQUATE NOISE ATTENUATION IS ACHIEVED OR UNTIL THE END OF THE BREEDING SEASON (AUGUST 16).

* Construction noise monitoring shall continue to be monitored at least twice weekly on varying days, or more frequently depending on the construction activity, to verify that noise levels at the edge of occupied habitat are maintained below 60 dB (A) hourly average or to the ambient noise level if it already exceeds 60 dB (A) hourly average. If not, other measures shall be implemented in consultation with the biologist and the City Manager, as necessary, to reduce noise levels to below 60 dB(A) hourly average or to the ambient noise level if it already exceeds 60 dB(A) hourly average. Such measures may include, but are not limited to, limitations on the placement of construction equipment and the simultaneous use of equipment.

- B. IF COASTAL CALIFORNIA GNATCATCHERS ARE NOT DETECTED DURING THE PROTOCOL SURVEY, THE QUALIFIED BIOLOGIST SHALL SUBMIT SUBSTANTIAL EVIDENCE TO THE CITY MANAGER AND APPLICABLE RESOURCE AGENCIES WHICH DEMONSTRATES WHETHER OR NOT MITIGATION MEASURES SUCH AS NOISE WALLS ARE NECESSARY BETWEEN MARCH 1 AND AUGUST 15 AS FOLLOWS:
- I. IF THIS EVIDENCE INDICATES THE POTENTIAL IS HIGH FOR COASTAL CALIFORNIA GNATCATCHER TO BE PRESENT BASED ON HISTORICAL RECORDS OR SITE CONDITIONS, THEN CONDITION A.III SHALL BE ADHERED TO AS SPECIFIED ABOVE.
- II. IF THIS EVIDENCE CONCLUDES THAT NO IMPACTS TO THIS SPECIES ARE ANTICIPATED, NO MITIGATION MEASURES WOULD BE NECESSARY.

II. Prior to Start of Construction

A. Preconstruction Meeting

The Qualified Biologist/Owner's Representative shall incorporate all MHPA construction related requirements, into the project's Biological Monitoring Exhibit (BME). The Qualified Biologist/Owner's Representative is responsible to arrange and perform a focused pre-con with all contractors, subcontractors, and all workers involved in grading or other construction activities that discusses the sensitive nature of the adjacent sensitive biological resources.

III. During Construction.

The Qualified Biologist/Owner's Representative, shall verify that all construction related activities taking place adjacent to the to the MHPA are consistent with the CDs, the Representative shall monitor and assure that:

1. Grading/Land Development/MHPA Boundaries - MHPA boundaries on-site and adjacent properties shall be delineated on the CDs. DSD Planning and/or MSCP staff shall ensure that all grading is included within the development footprint, specifically manufactured slopes, disturbance, and development within or adjacent to the MHPA. For projects within or adjacent to the MHPA, all manufactured slopes associated with site development shall be included within the development footprint.
2. Drainage - All new and proposed parking lots and developed areas in and adjacent to the MHPA shall be designed so they do not drain directly into the MHPA. All developed and paved areas must prevent the release of toxins, chemicals, petroleum products, exotic plant materials prior to release by incorporating the use of filtration devices, planted swales and/or planted detention/ desiltation basins, or other approved permanent methods that are designed to minimize negative impacts, such as excessive water and toxins into the ecosystems of the MHPA.
3. Toxics/Project Staging Areas/Equipment Storage - Projects that use chemicals or generate by-products such as pesticides, herbicides, and animal waste, and other substances that are potentially toxic or impactful to native habitats/flora/fauna (including water) shall incorporate measures to reduce impacts caused by the application and/or drainage of such materials into the MHPA. No trash, oil, parking, or other construction/development-related material/activities shall be allowed outside any approved construction limits. Where applicable, this requirement shall be incorporated into leases on publicly-owned property when applications for renewal occur. Provide a note in/on the CD's that states: "All construction related activity that may have potential for leakage or intrusion shall be monitored by the Qualified Biologist/Owners Representative or Resident Engineer to ensure there is no impact to the MHPA."
4. Lighting - Lighting within or adjacent to the MHPA shall be directed away/shielded from the MHPA and be subject to City Outdoor Lighting Regulations per LDC Section 142.0740.

5. Barriers - New development within or adjacent to the MHPA shall be required to provide barriers (e.g., non-invasive vegetation; rocks/boulders; 6-foot high, vinyl-coated chain link or equivalent fences/walls; and/or signage) along the MHPA boundaries to direct public access to appropriate locations, reduce domestic animal predation, protect wildlife in the preserve, and provide adequate noise reduction where needed.
6. Invasives - No invasive non-native plant species shall be introduced into areas within or adjacent to the MHPA.
7. Noise - Due to the site's location adjacent to or within the MHPA where the Qualified Biologist has identified potential nesting habitat for listed avian species, construction noise that exceeds the maximum levels allowed shall be avoided during the breeding seasons for the following: California Gnatcatcher(3/1-8/15). If construction is proposed during the breeding season for the species, U.S. Fish and Wildlife Service protocol surveys shall be required in order to determine species presence/absence. If protocol surveys are not conducted in suitable habitat during the breeding season for the aforementioned listed species, presence shall be assumed with implementation of noise attenuation and biological monitoring.

IV. Post Construction

Preparation and Submittal of Monitoring Report. The Qualified Biologist/Owners Representative shall submit a final biological monitoring report to the RE/MMC within 30 days of the completion of construction that requires monitoring. The report shall incorporate the results of the MMRP/MSCP requirements per the construction documents and the BME to the satisfaction of the RE/MMC.



Mark Brunette, Senior Planner
Development Services Department

3/29/16
Date

Analyst: Mark Brunette

Attachments: Location/Rehab Maps
Mitigated Negative Declaration No. 255100

The Addendum to Mitigated Negative Declaration No. 255100 was not circulated for public review pursuant to San Diego Municipal Code (SDMC) Chapter 6, Article 9, Paragraph 69.0211 (Addenda to Environmental Reports). The final Addendum was distributed to the following City of San Diego staff members for informational purposes in accordance with CEQA Section 15164.

DISTRIBUTION:

City of San Diego

Development Services

Peter Kann, Development Project Manager

Mark Brunette, Environmental Analysis

Public Works

Sheila Gamueda, Project Manager

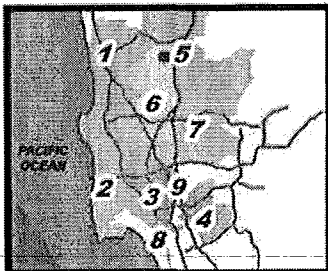
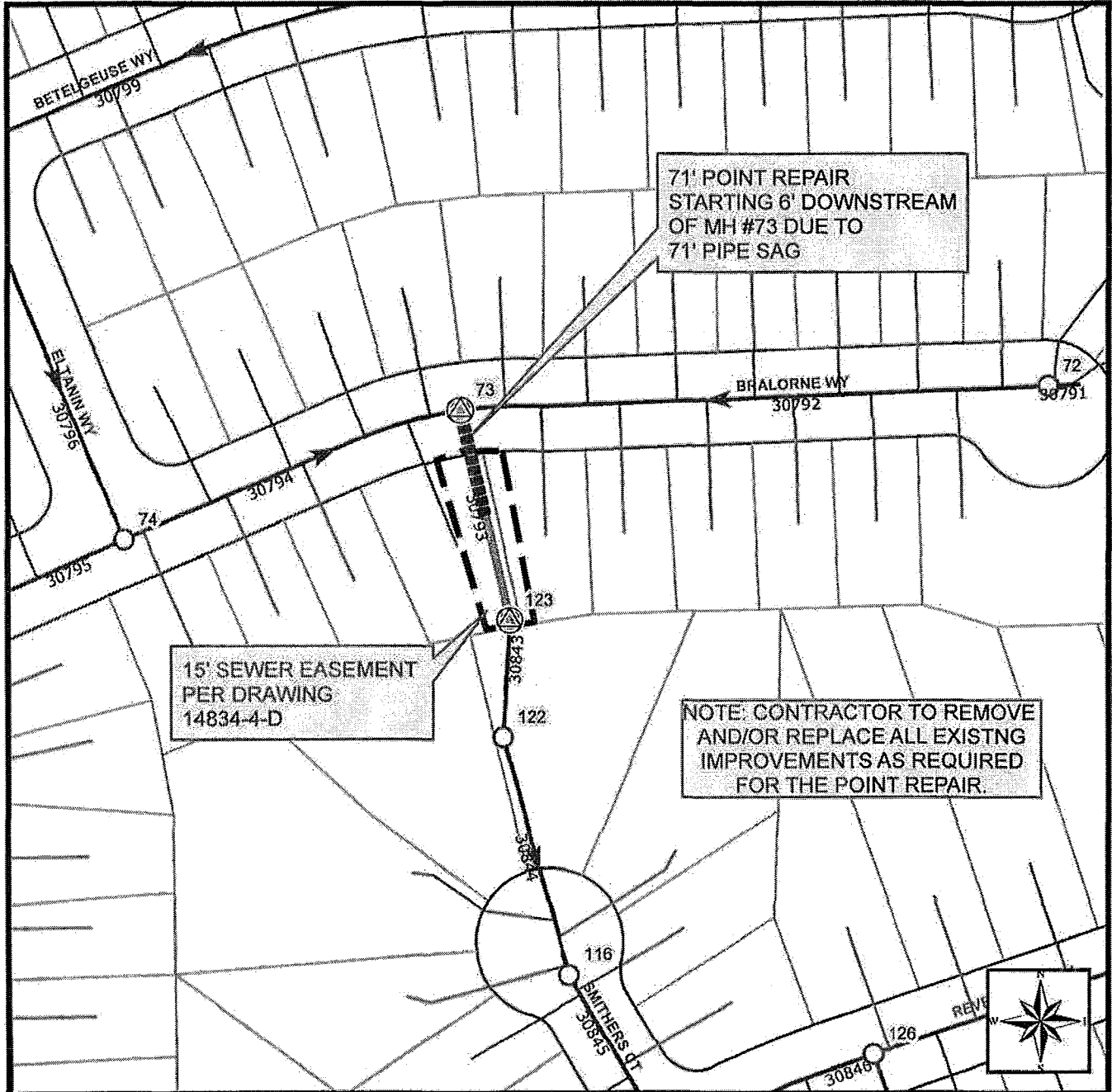
Rex Narvaez, Associate Engineer

James Arnhart, Senior Planner

Copies of the addendum, the final MND, the Mitigation Monitoring and Reporting Program, and any technical appendices may be reviewed in the office of the Entitlements Division of the Development Services Department, or purchased for the cost of reproduction.

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Legend

- Flow Direction Arrows
- Rehab Manhole
- Existing Manhole
- Sewer Main Rehab
- Ex. Mains
- Ex. Laterals
- Ex. Easement
- Point Repair

COMMUNITY NAME: MIRA MESA

Date: September 23, 2015



COUNCIL DISTRICT: 6

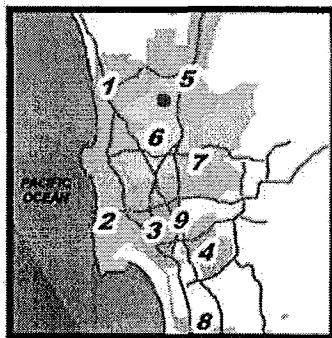
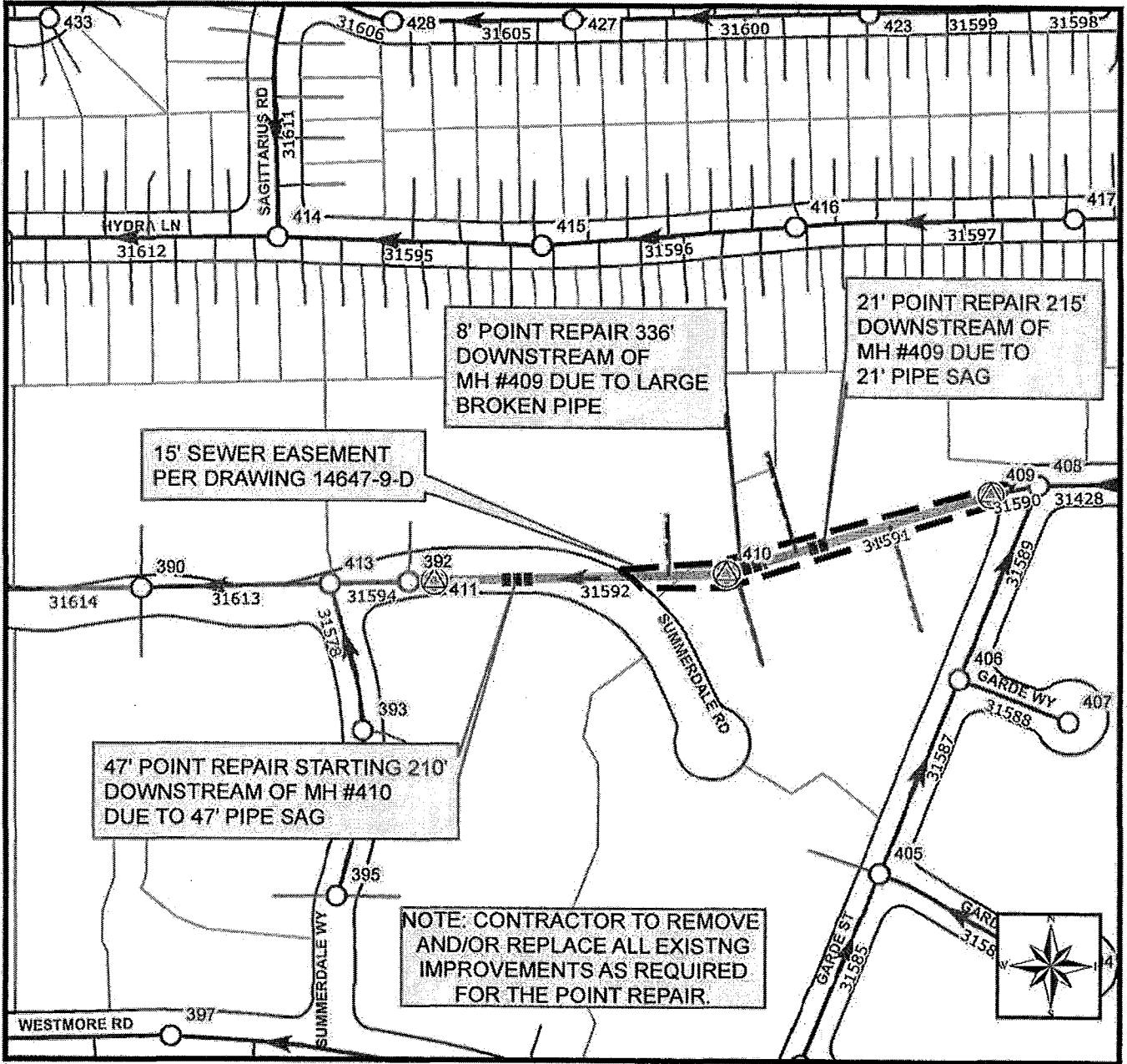


SAP ID: B13157 (\$)

SEWER GROUP 835 REHAB 2 OF 26



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Legend

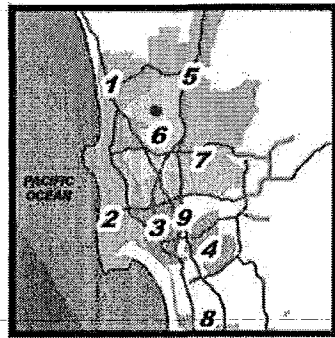
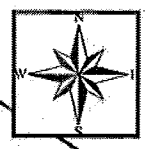
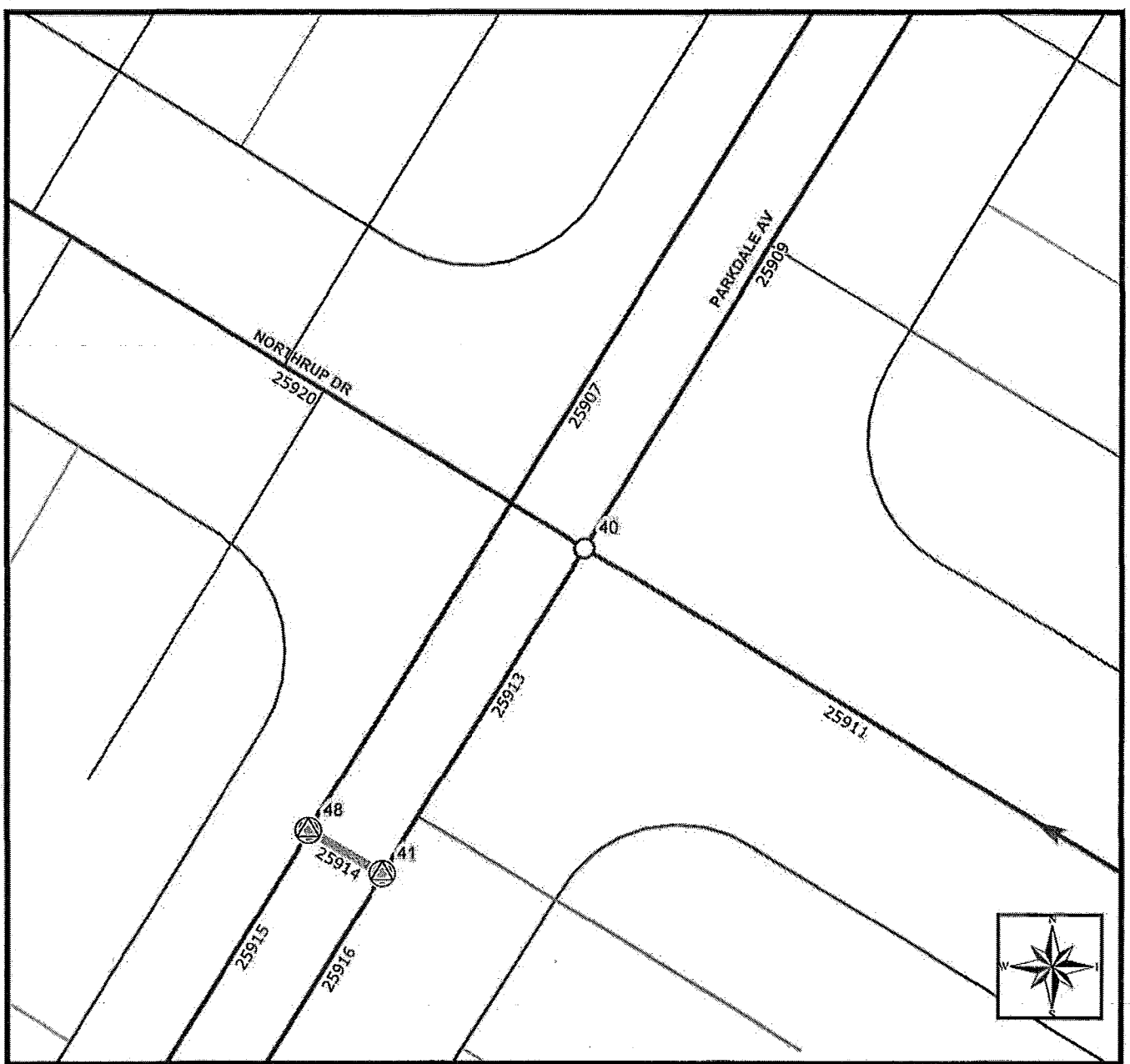
- Flow Direction Arrows
- Sewer Main Rehab
- Rehab Manhole
- Rehab Ex. Sewer Connections and/or Sewer Laterals
- Point Repair
- Ex. Easement
- Ex. Mains
- Ex. Laterals
- Existing Manhole



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Legend

- Sewer Main Rehab
- Ex. Laterals
- Flow Direction Arrows
- Rehab Manhole
- Existing Manhole
- Ex. Mains

COMMUNITY NAME: MIRA MESA
Date: September 23, 2015



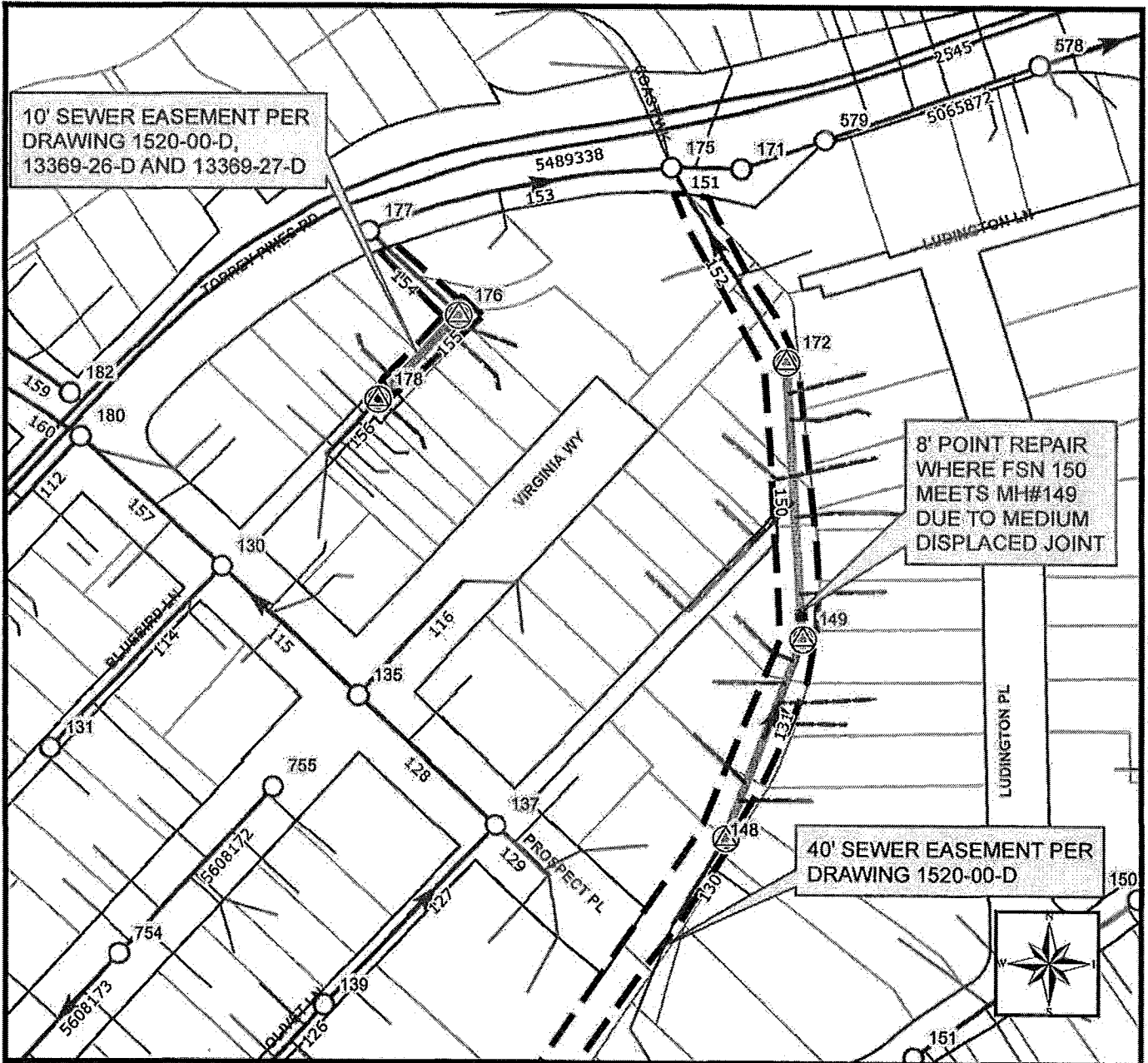
COUNCIL DISTRICT: 6



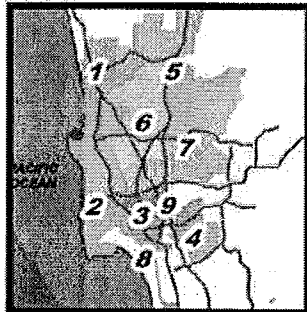
SAP ID: B13157 (S)

SEWER GROUP 835 REHAB 4 OF 26

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Legend



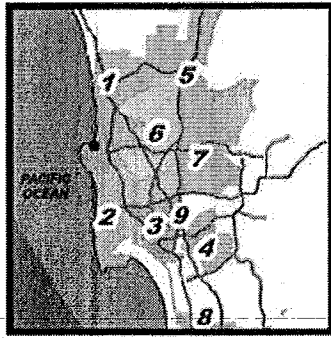
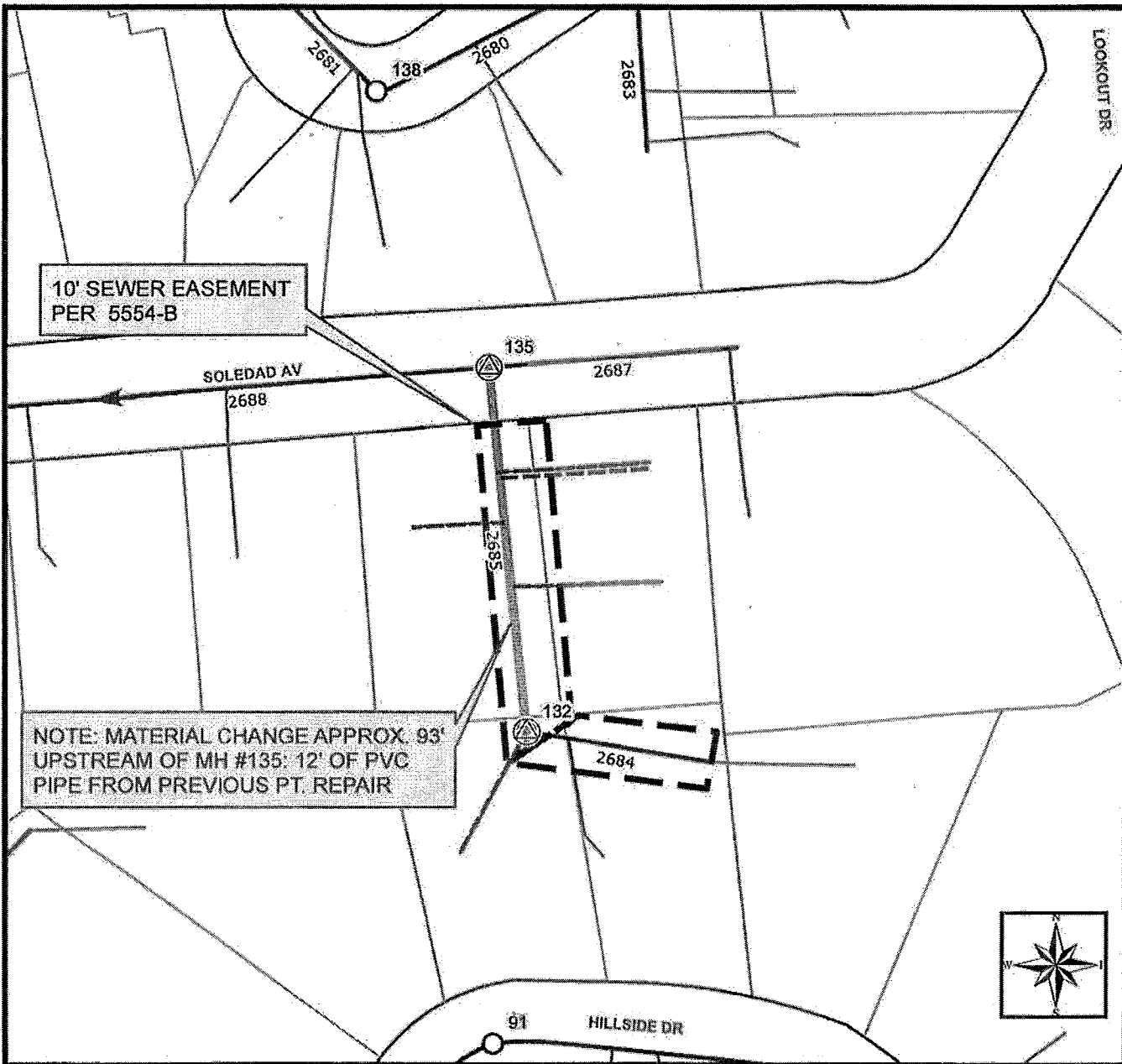
- Flow Direction Arrows
- Rehab Manhole
- Rehab Ex. Sewer Connections and/or Sewer Laterals
- Point Repair
- Ex. Easement
- Sewer Main Rehab
- Existing Manhole
- Ex. Mains
- Ex. Laterals



SEWER GROUP 835 REHAB 5 OF 26



LOOKOUT DR.



Legend

- Flow Direction Arrows
- Rehab Manhole
- Rehab Ex. Sewer Connections and/or Sewer Laterals
- Ex. Easement
- Sewer Main Rehab
- Existing Manhole
- Ex. Mains
- Ex. Laterals

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COMMUNITY NAME: LA JOLLA

Date: September 23, 2015

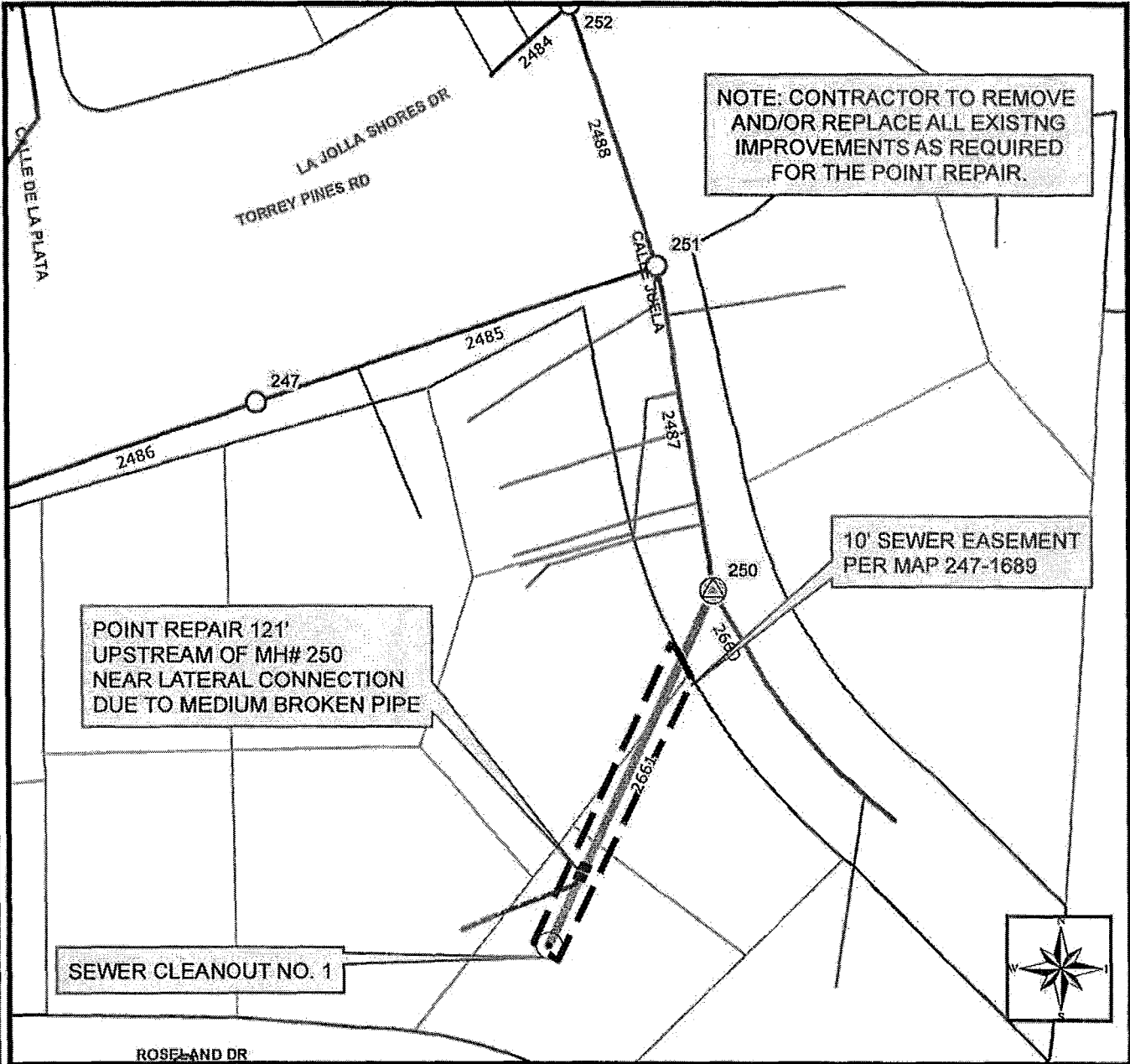


COUNCIL DISTRICT: 1



SAP ID: B13157 (S)

SEWER GROUP 835 REHAB 6 OF 26

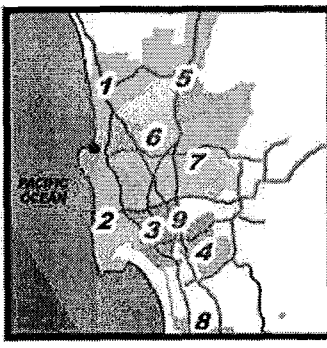
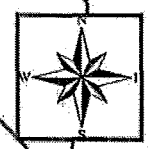


POINT REPAIR 121'
UPSTREAM OF MH# 250
NEAR LATERAL CONNECTION
DUE TO MEDIUM BROKEN PIPE

NOTE: CONTRACTOR TO REMOVE
AND/OR REPLACE ALL EXISTING
IMPROVEMENTS AS REQUIRED
FOR THE POINT REPAIR.

10' SEWER EASEMENT
PER MAP 247-1689

SEWER CLEANOUT NO. 1



Legend

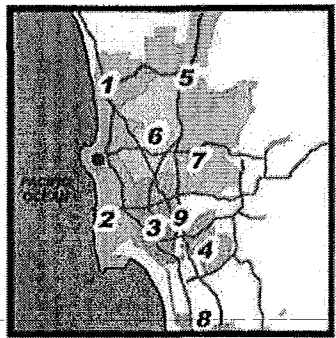
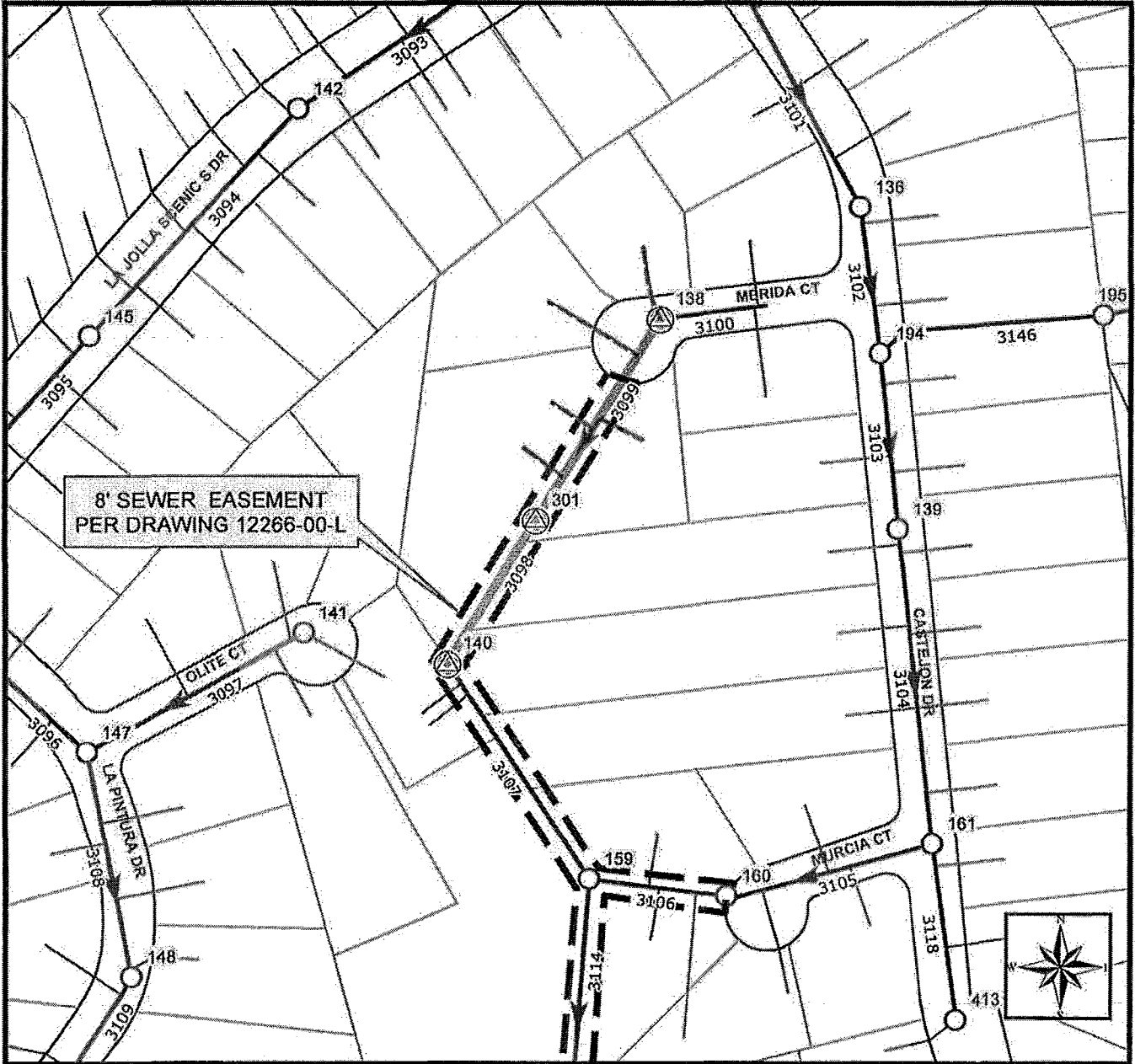
- Sewer Main Rehab
- Ex. Mains
- Flow Direction Arrows
- Rehab Manhole
- Proposed Cleanout
- Existing Manhole
- Ex. Laterals
- Point Repair
- Rehab Ex. Sewer Connections and/or Sewer Laterals
- Ex. Easement



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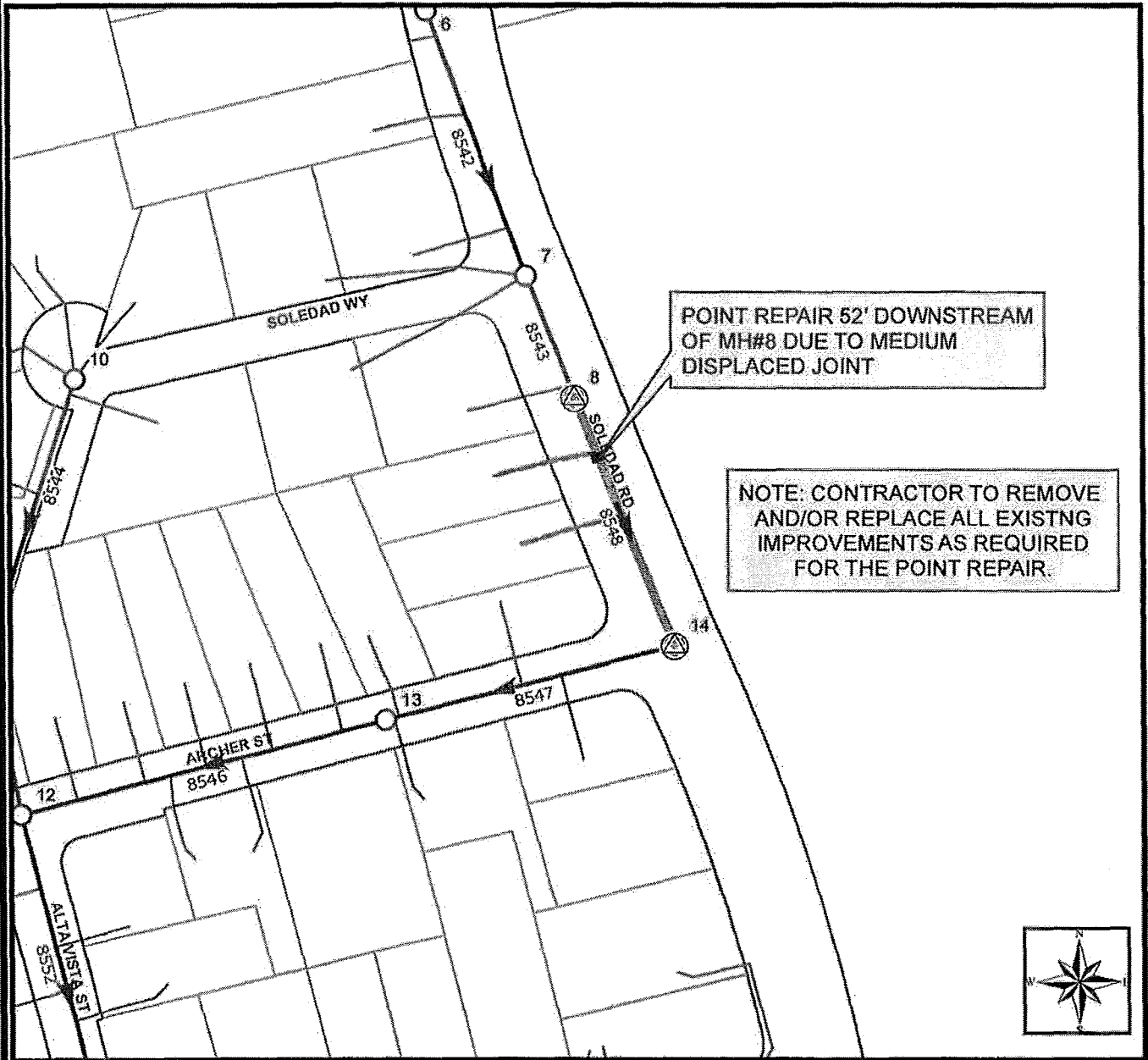
- ### Legend
- Sewer Main Rehab
 - Ex. Laterals
 - Flow Direction Arrows
 - Ex. Easement
 - Rehab Manhole
 - Rehab Ex. Sewer Connections and/or Sewer Laterals
 - Existing Manhole
 - Ex. Mains

COMMUNITY NAME: LA JOLLA COUNCIL DISTRICT: 1 SAP ID: B13157 (S)

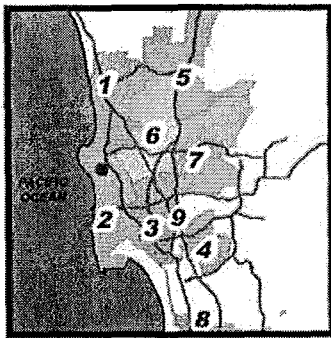
Date: September 23, 2015



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Legend

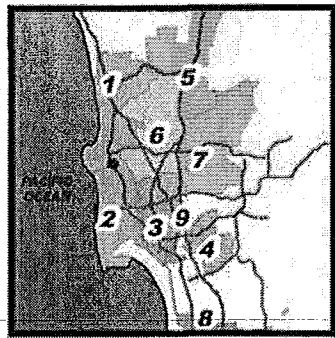
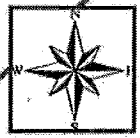
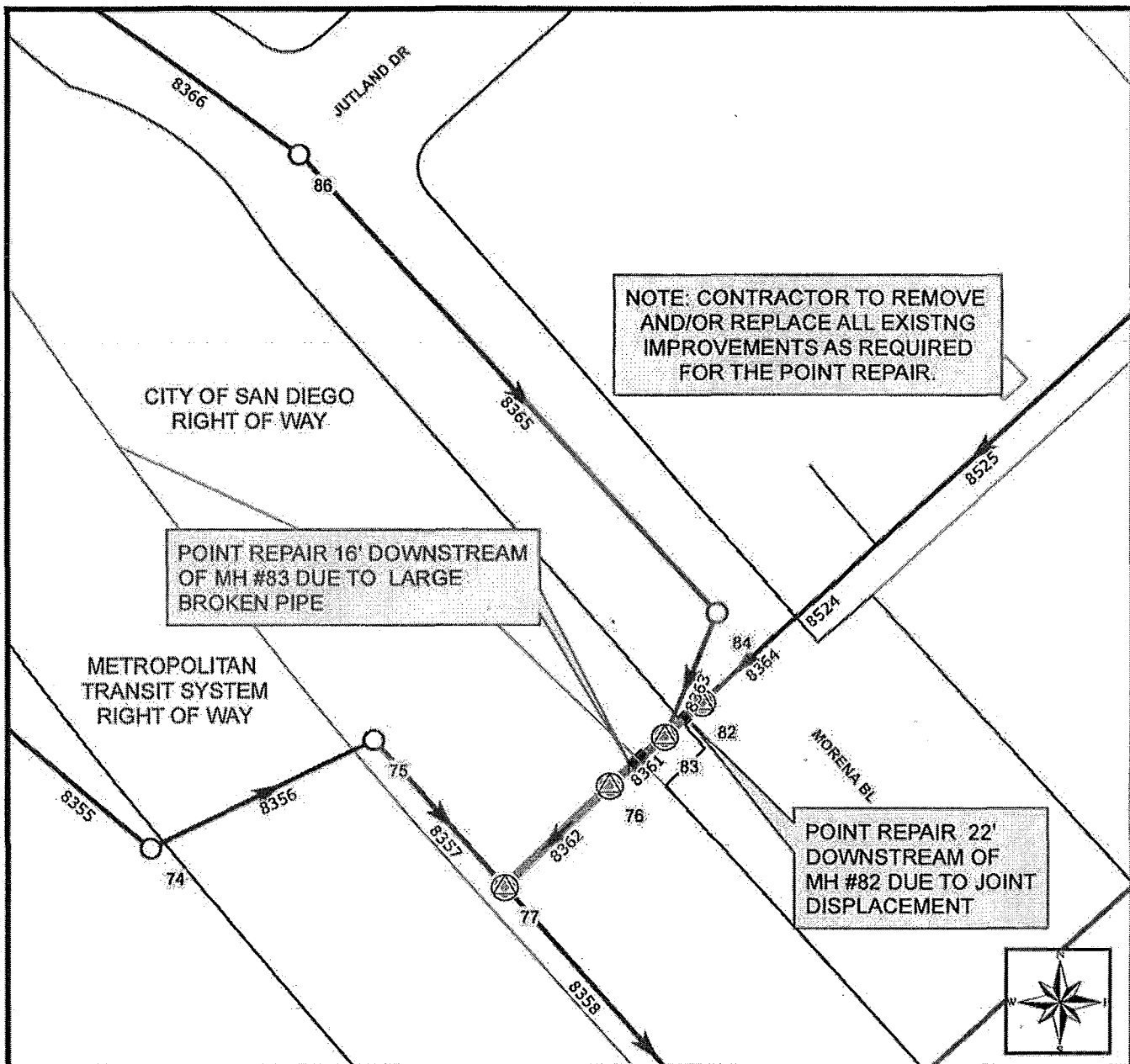
- Sewer Main Rehab
- Ex. Laterals
- Flow Direction Arrows
- Rehab Ex. Sewer Connections and/or Sewer Laterals
- Rehab Manhole
- Existing Manhole
- Ex. Mains



SEWER GROUP 835 REHAB 9 OF 26



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Legend

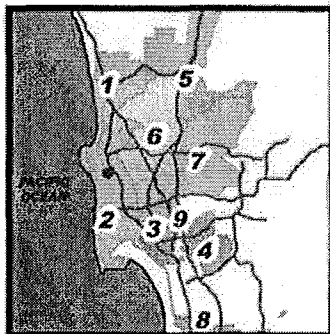
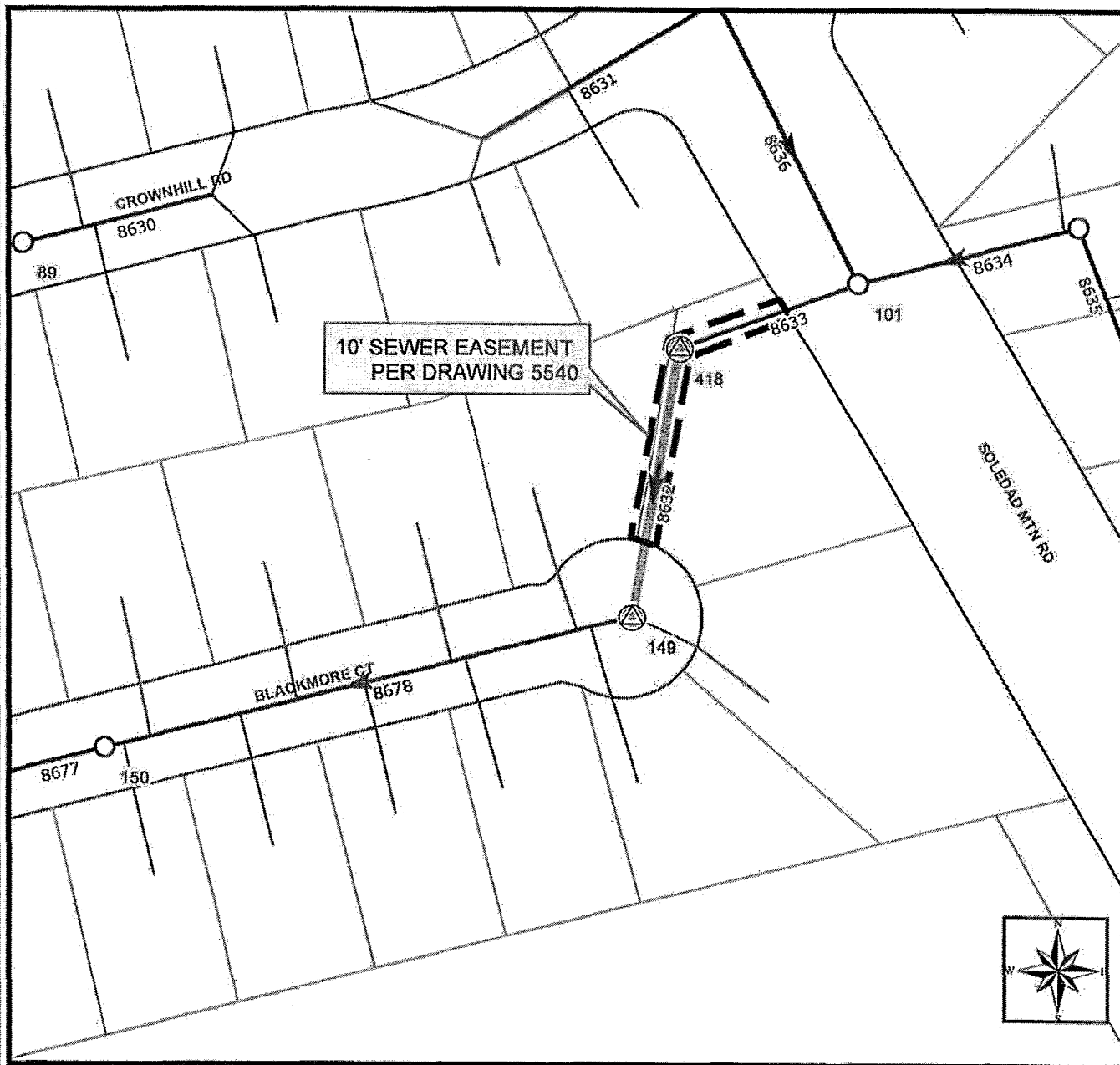
- Sewer Main Rehab
- Ex. Laterals
- Flow Direction Arrows
- Point Repair
- Rehab Manhole
- Existing Manhole
- Ex. Mains



SEWER GROUP 835 REHAB 10 OF 26



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Legend

- Sewer Main Rehab
- Ex. Laterals
- Flow Direction Arrows
- Ex. Easement
- Rehab Manhole
- Rehab Ex. Sewer Connections and/or Sewer laterals
- Existing Manhole
- Ex. Mains

COMMUNITY NAME: PACIFIC BEACH

COUNCIL DISTRICT: 2

SAP ID: B13157 (S)

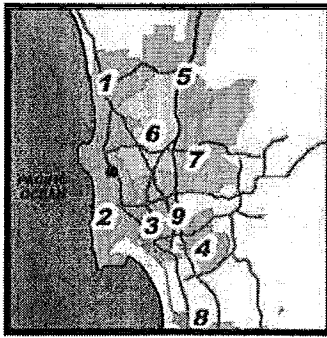
Date: September 23, 2015



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Legend

- Sewer Main Rehab
- Ex. Laterals
- Flow Direction Arrows
- Rehab Manhole
- Existing Manhole
- Rehab Ex. Sewer Connections and/or Sewer Laterals
- Ex. Mains

COMMUNITY NAME: PACIFIC BEACH
Date: September 23, 2015



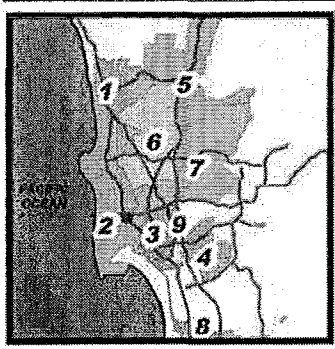
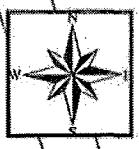
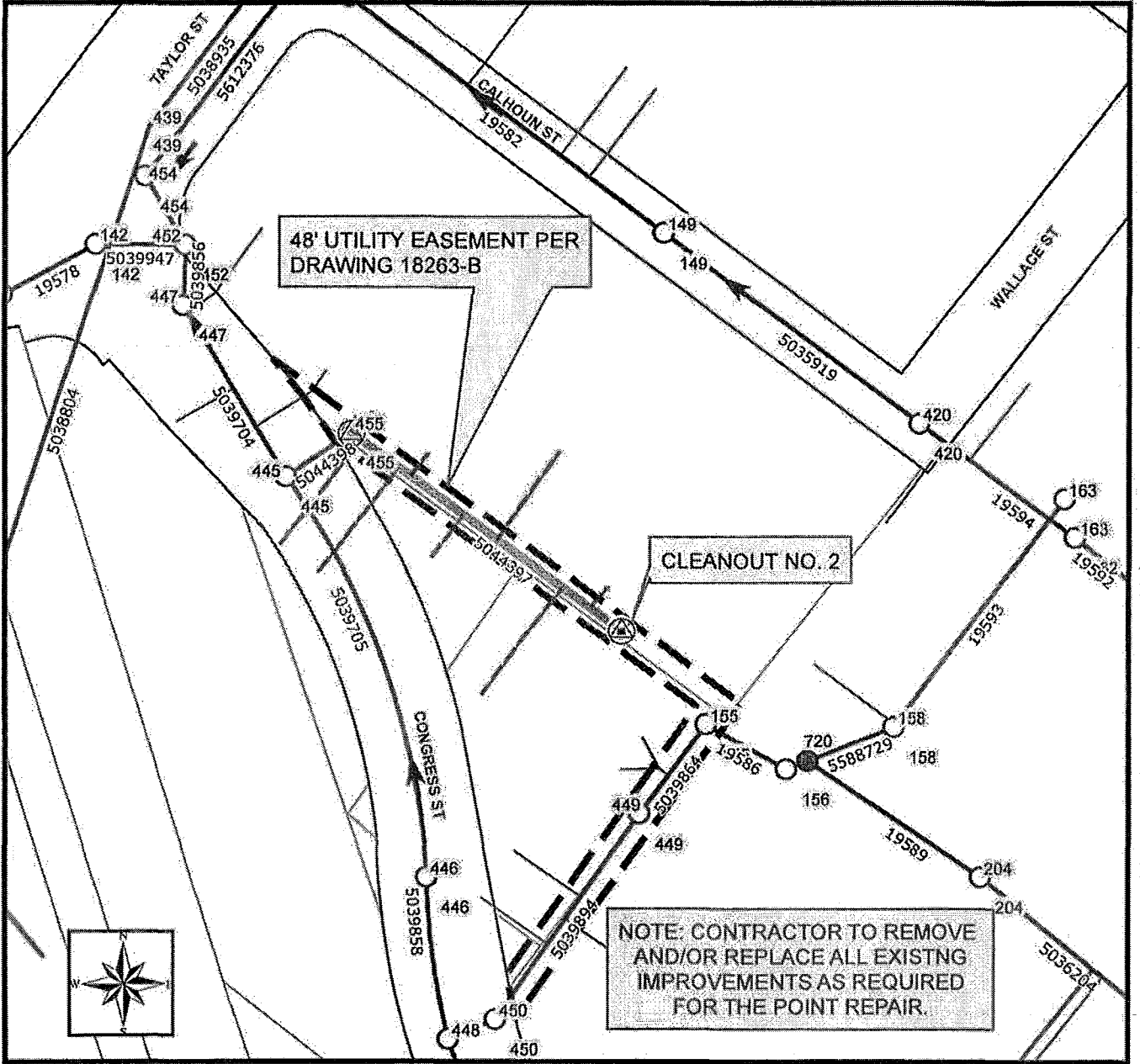
COUNCIL DISTRICT: 2

SAP ID: B13157 (S)

SEWER GROUP 835 REHAB 13 OF 26



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Legend

- Sewer Main Rehab
- Flow Direction Arrows
- Rehab Cleanout
- Rehab Manhole
- Ex. Drop Manhole
- Existing Manhole
- Ex. Mains
- Rehab Ex. Sewer Connections and/or sewer Laterals
- Ex. Laterals
- Ex. Easement

COMMUNITY NAME: OLD TOWN
Date: September 23, 2015

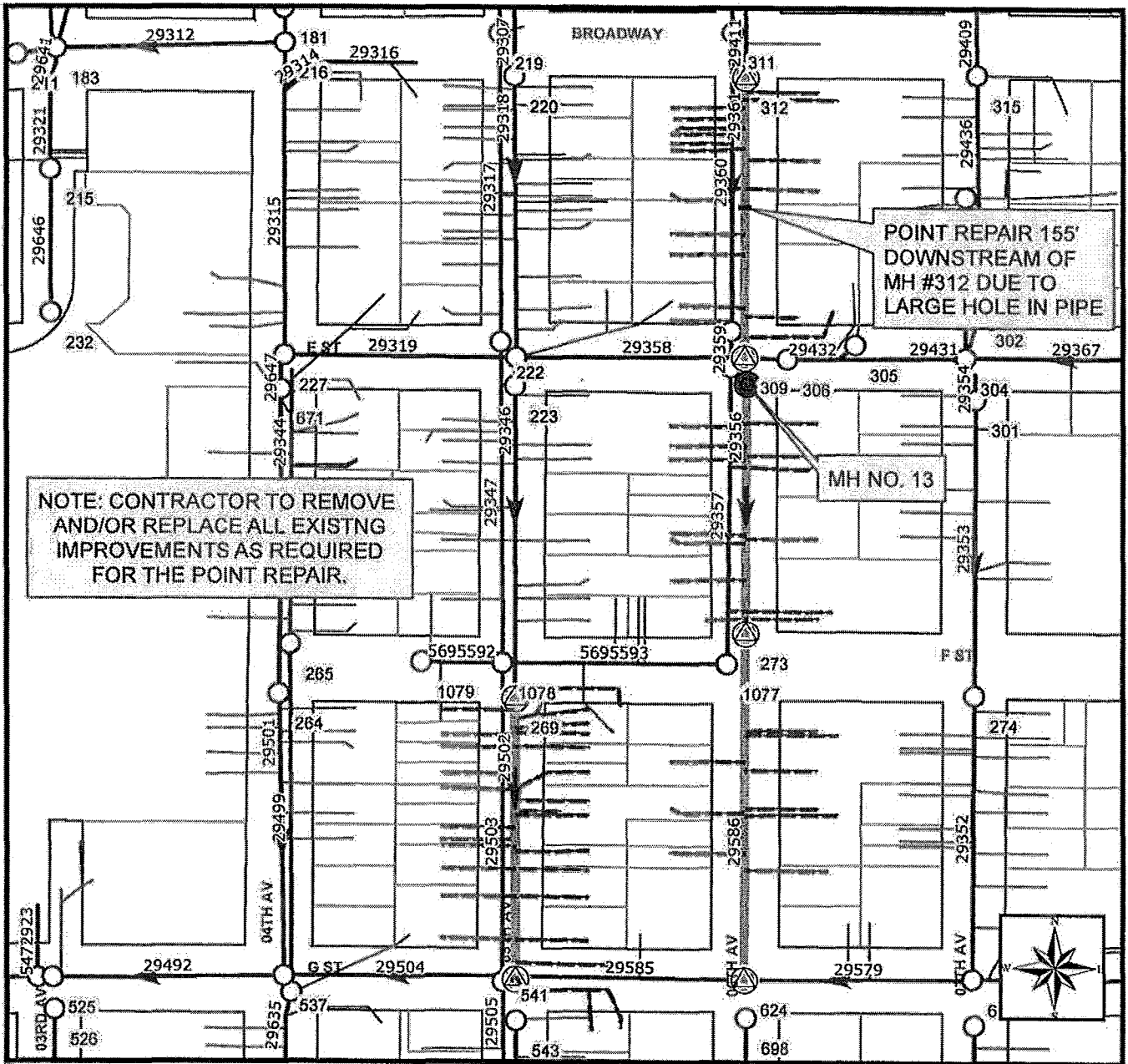


COUNCIL DISTRICT: 3

SAP ID: B13157 (S)

SEWER GROUP 835 REHAB 14 OF 26

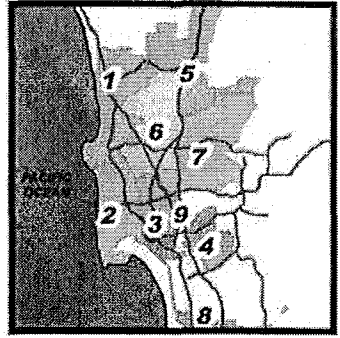
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NOTE: CONTRACTOR TO REMOVE AND/OR REPLACE ALL EXISTING IMPROVEMENTS AS REQUIRED FOR THE POINT REPAIR.

POINT REPAIR 155' DOWNSTREAM OF MH #312 DUE TO LARGE HOLE IN PIPE

MH NO. 13



Legend

- Sewer Main Rehab
- Ex. Mains
- Flow Direction Arrows
- Ex. Laterals
- Proposed Manhole
- Rehab Manhole
- Existing Manhole
- Point Repair
- Rehab Ex. Sewer Connections and/or Sewer Laterals

COMMUNITY NAME: DOWNTOWN

COUNCIL DISTRICT: 3

SAP ID: B13157 (S)

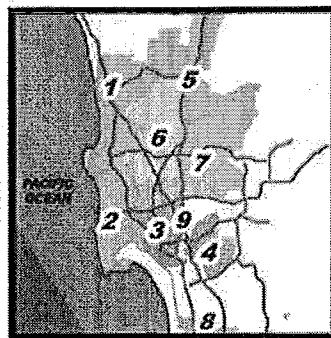
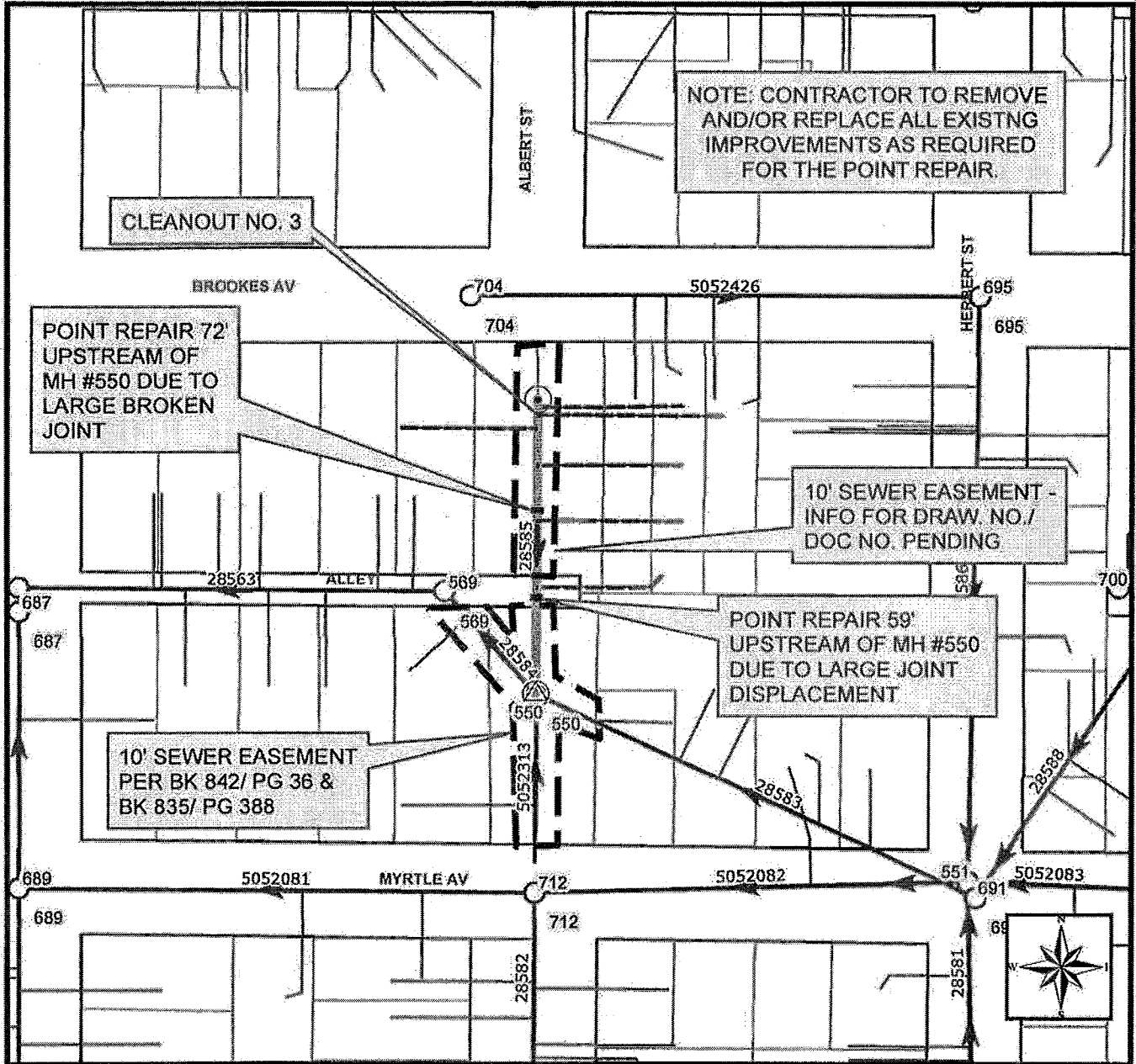
Date: September 23, 2015



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Legend

- Sewer Main Rehab
- Ex. Mains
- Ex. Laterals
- Point Repair
- Rehab Ex. Sewer Connections and/or Sewer Laterals
- Existing Manhole
- Rehab Manhole
- Proposed Cleanout

COMMUNITY NAME: HILLCREST
Date: September 23, 2015



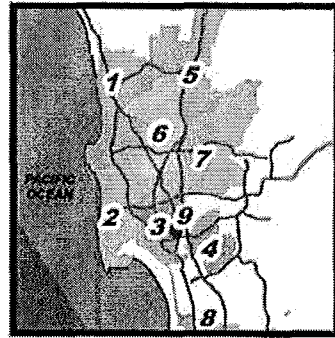
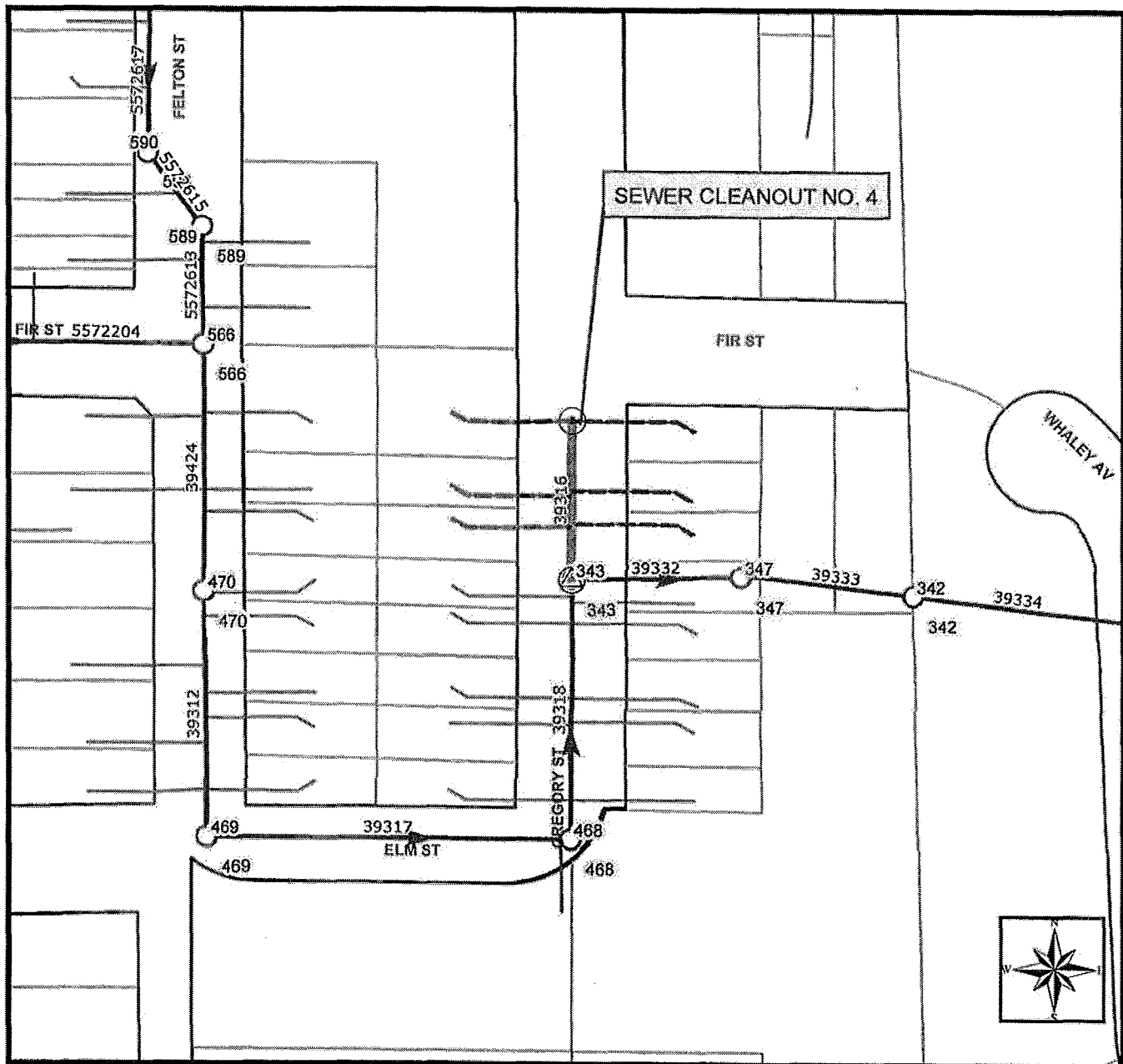
COUNCIL DISTRICT: 3



SAP ID: B13157 (S)

SEWER GROUP 835 REHAB 16 OF 26

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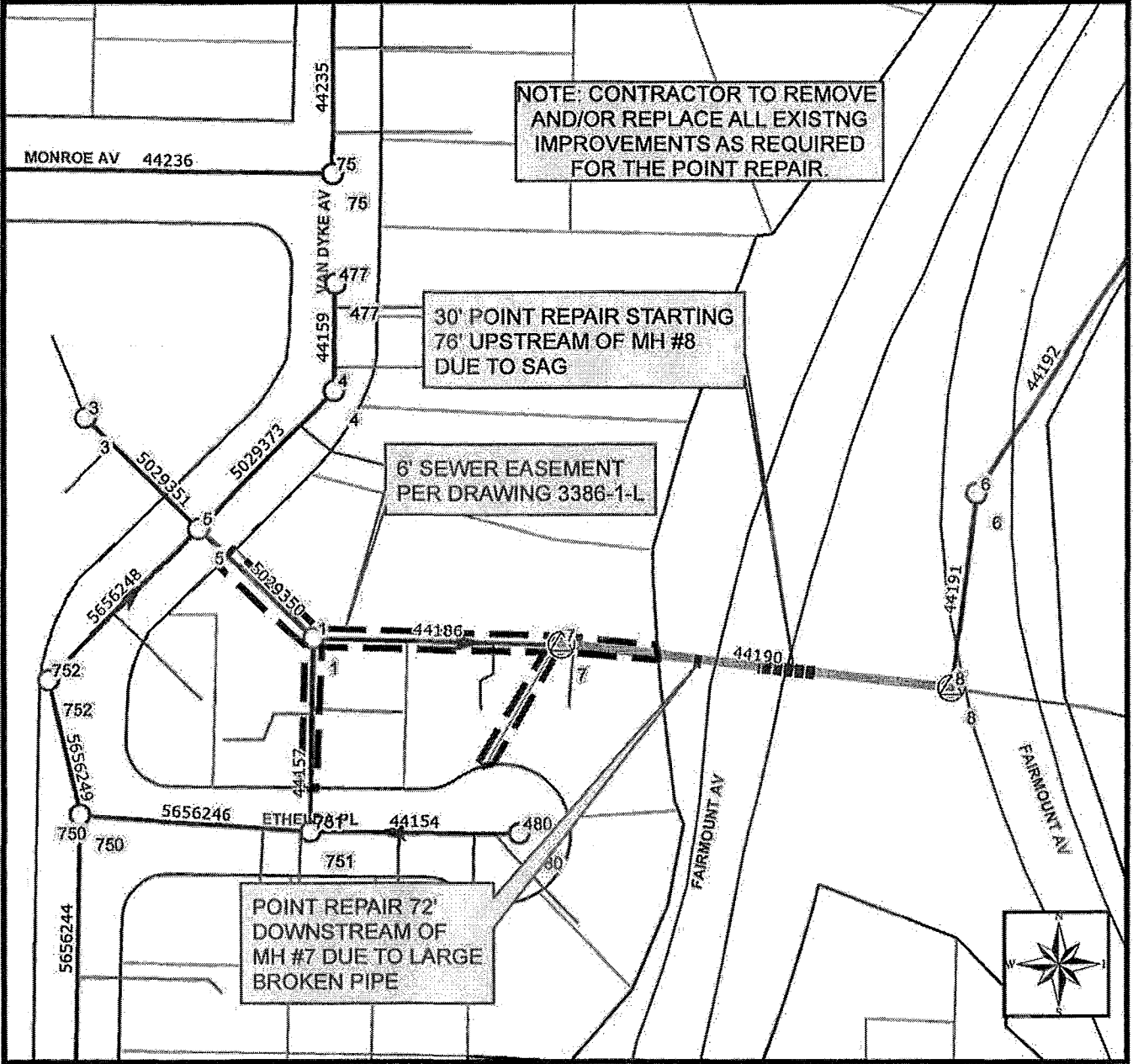


Legend

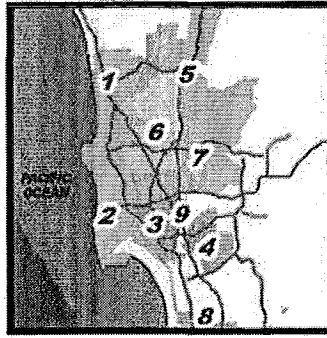
- Sewer Main Rehab
- Ex. Mains
- Rehab Ex. Sewer Connections and/or Sewer Laterals
- Flow Direction Arrows
- Rehab Manhole
- Proposed Cleanout
- Existing Manhole



SEWER GROUP 835 REHAB 17 OF 26



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Legend

- Point Repair
- Rehab Manhole
- Ex. Easement
- Sewer Main Rehab
- Flow Direction Arrows
- Existing Manhole
- Ex. Mains
- Ex. Laterals

COMMUNITY NAME: KENSINGTON

COUNCIL DISTRICT: 9

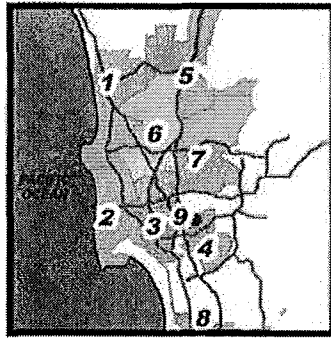
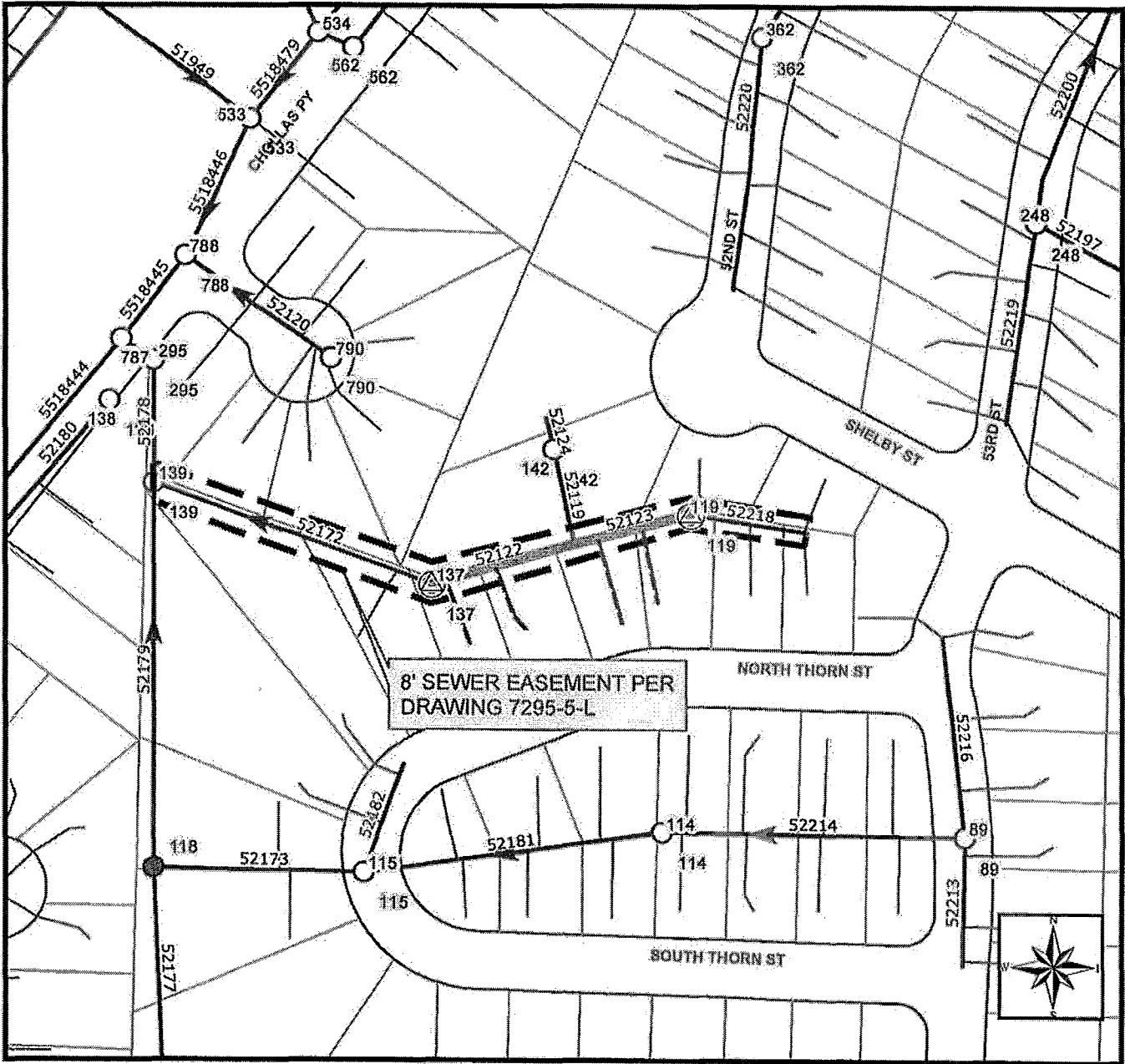
SAP ID: B13157 (S)

Date: September 23, 2015



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- ### Legend
- Sewer Main Rehab
 - Ex. Laterals
 - Flow Direction Arrows
 - Rehab Ex. Sewer Connections and/or Sewer Laterals
 - Rehab Manhole
 - Existing Manhole
 - Ex. Mains

COMMUNITY NAME: OAK PARK

Date: September 23, 2015

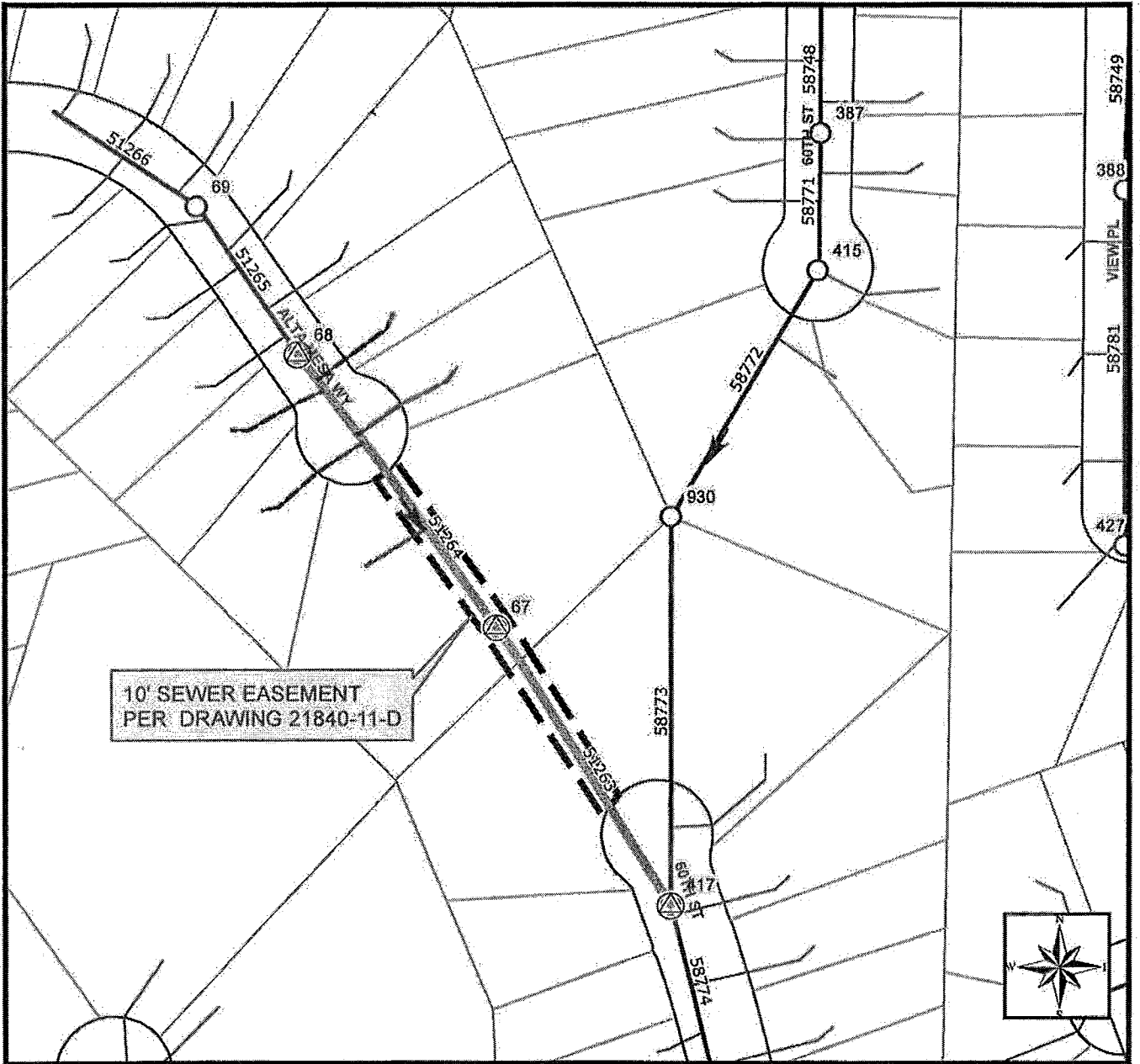


COUNCIL DISTRICT: 4

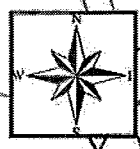


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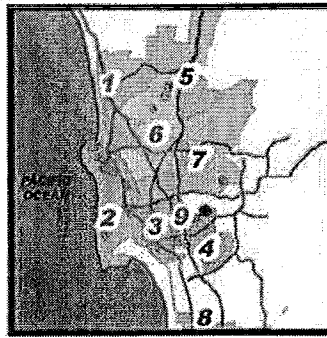
SEWER GROUP 835 REHAB 19 OF 26



10' SEWER EASEMENT
PER DRAWING 21840-11-D



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Legend

- Sewer Main Rehab
- Ex. Laterals
- Flow Direction Arrows
- Rehab Ex. Sewer Connections and/or Sewer Laterals
- Rehab Manhole
- Existing Manhole
- Ex. Mains

COMMUNITY NAME: EL CERRITO

COUNCIL DISTRICT: 9

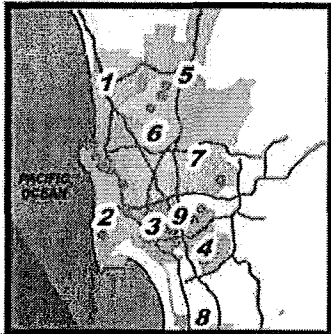
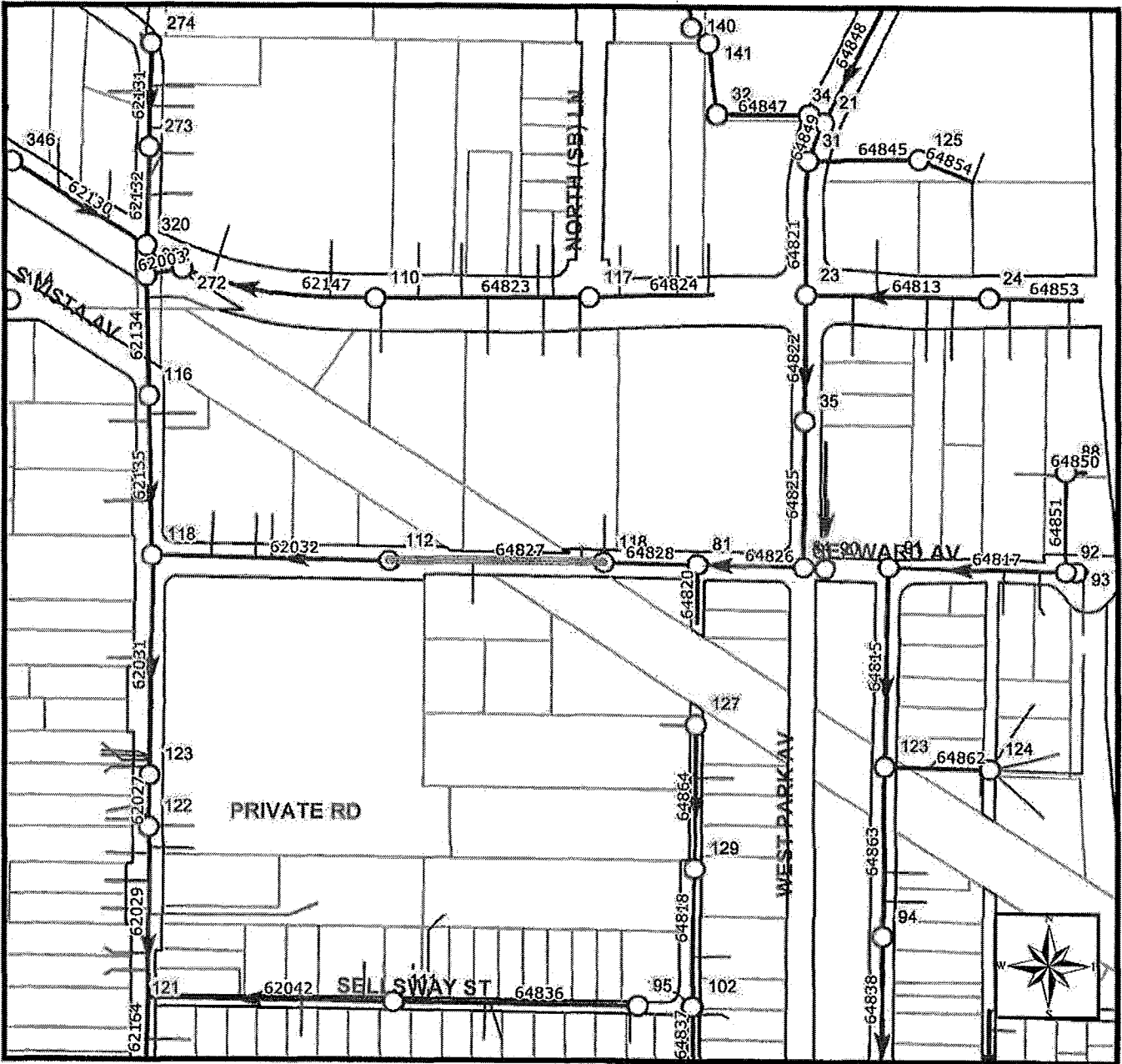
SAP ID: B13157 (S)

Date: September 23, 2015



SEWER GROUP 835 REHAB 20 OF 26 (38280-03-D)

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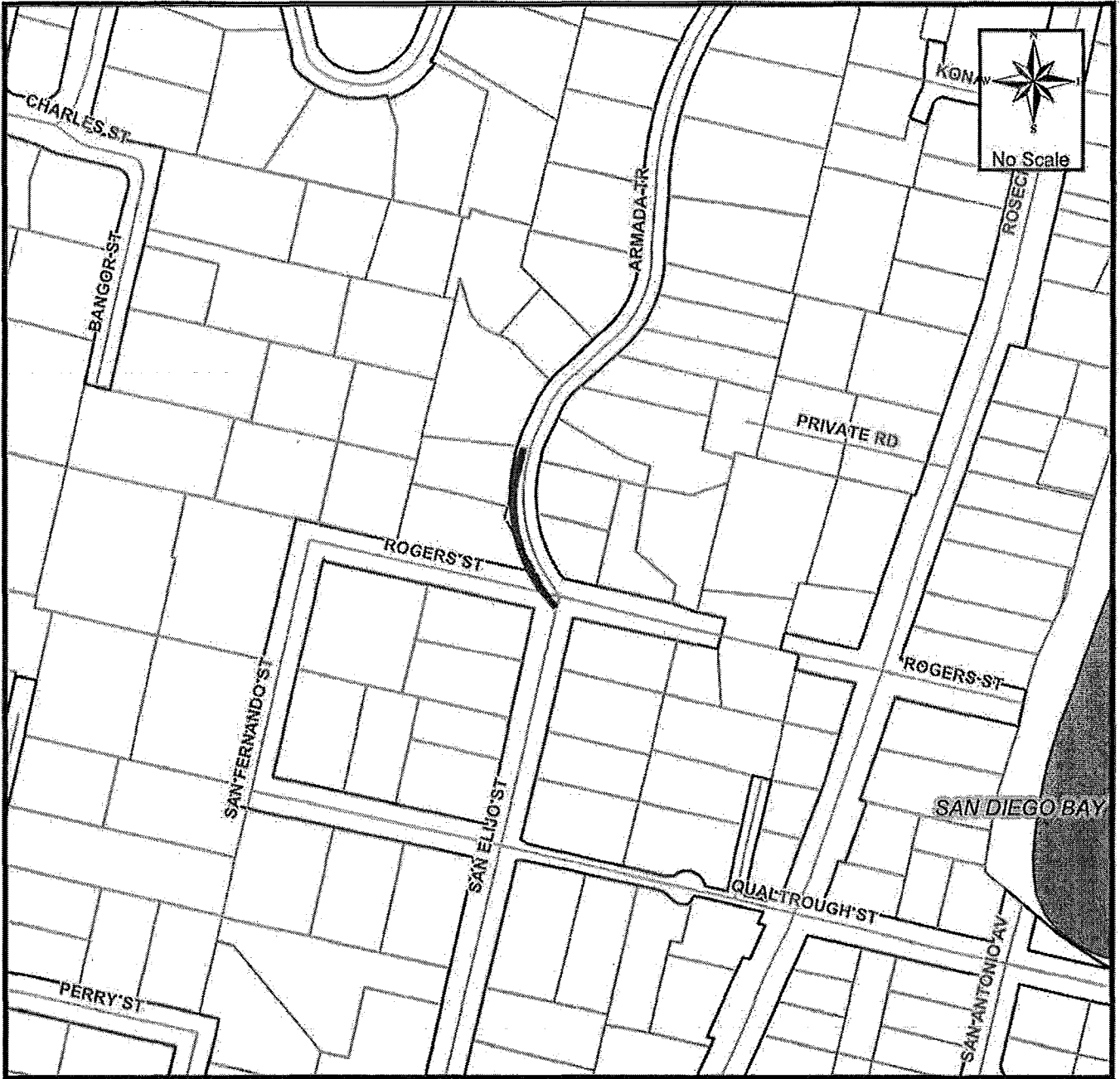


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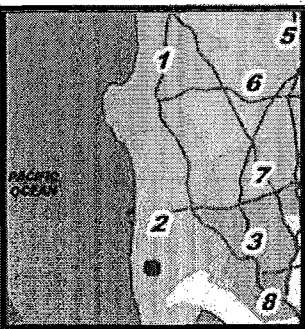
— SEWER GROUP 835





SEWER GROUP 835 REHAB 21 OF 26 (38280-04-D)



WBS: B-13157



Legend

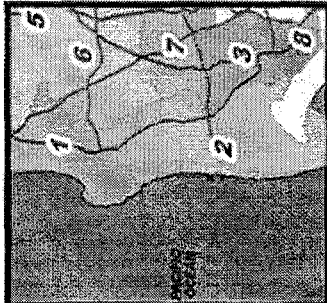
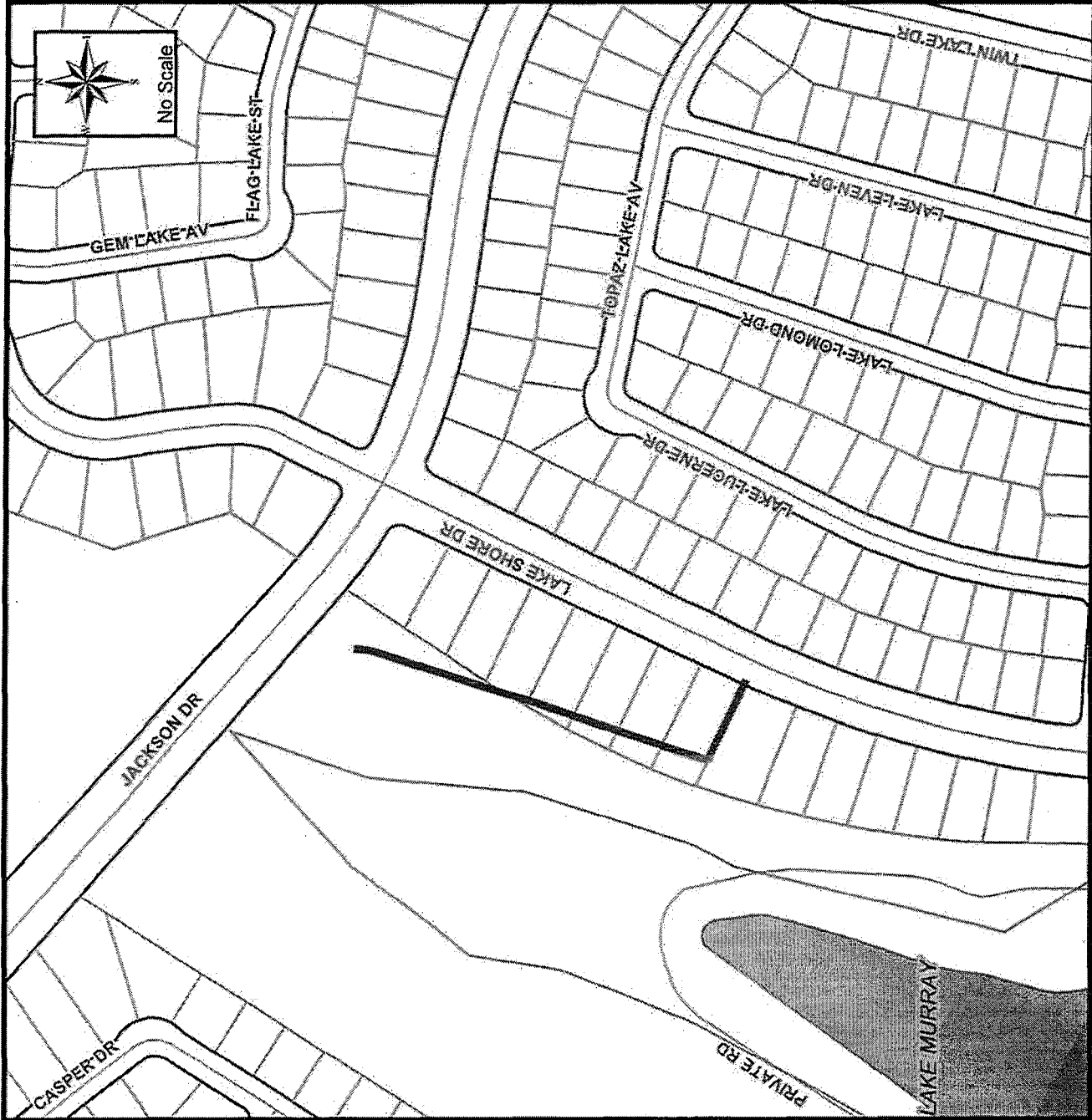
-  SEWER GROUP 835
-  Abandon

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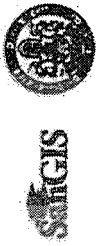


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SEWER GROUP 835 REHAB 22 OF 26 (38280-05-D)



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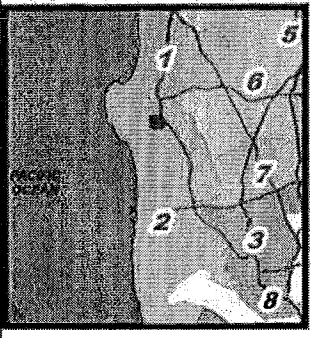
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SEWER GROUP 835 REHAB 23 OF 26 (38280-06-D)



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- SEWER GROUP 835
- Abandon



COMMUNITY: LA JOLLA

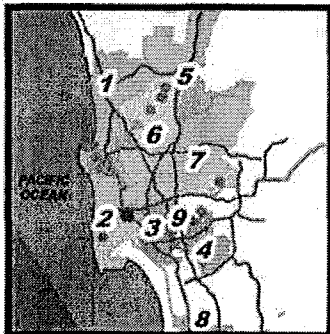
COUNCIL DISTRICT: 1

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SEWER GROUP 835 REHAB 24 OF 26 (38280-07-D)



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— SEWER GROUP 835

COMMUNITY NAME: OLD TOWN, MIDWAY

COUNCIL DISTRICT: 2

SAP ID: B13157 (S)

Date: September 23, 2015

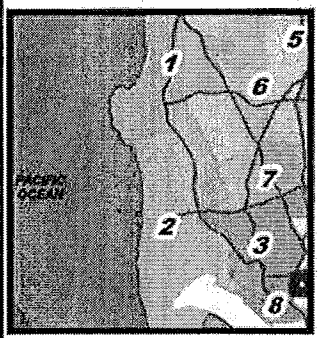


SEWER GROUP 835 REHAB 25 OF 26 (38280-08-D)



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WBS: B-13157



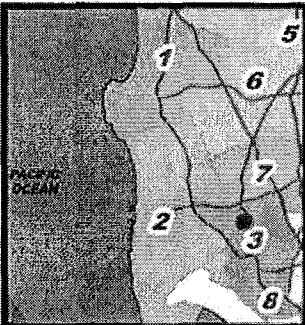
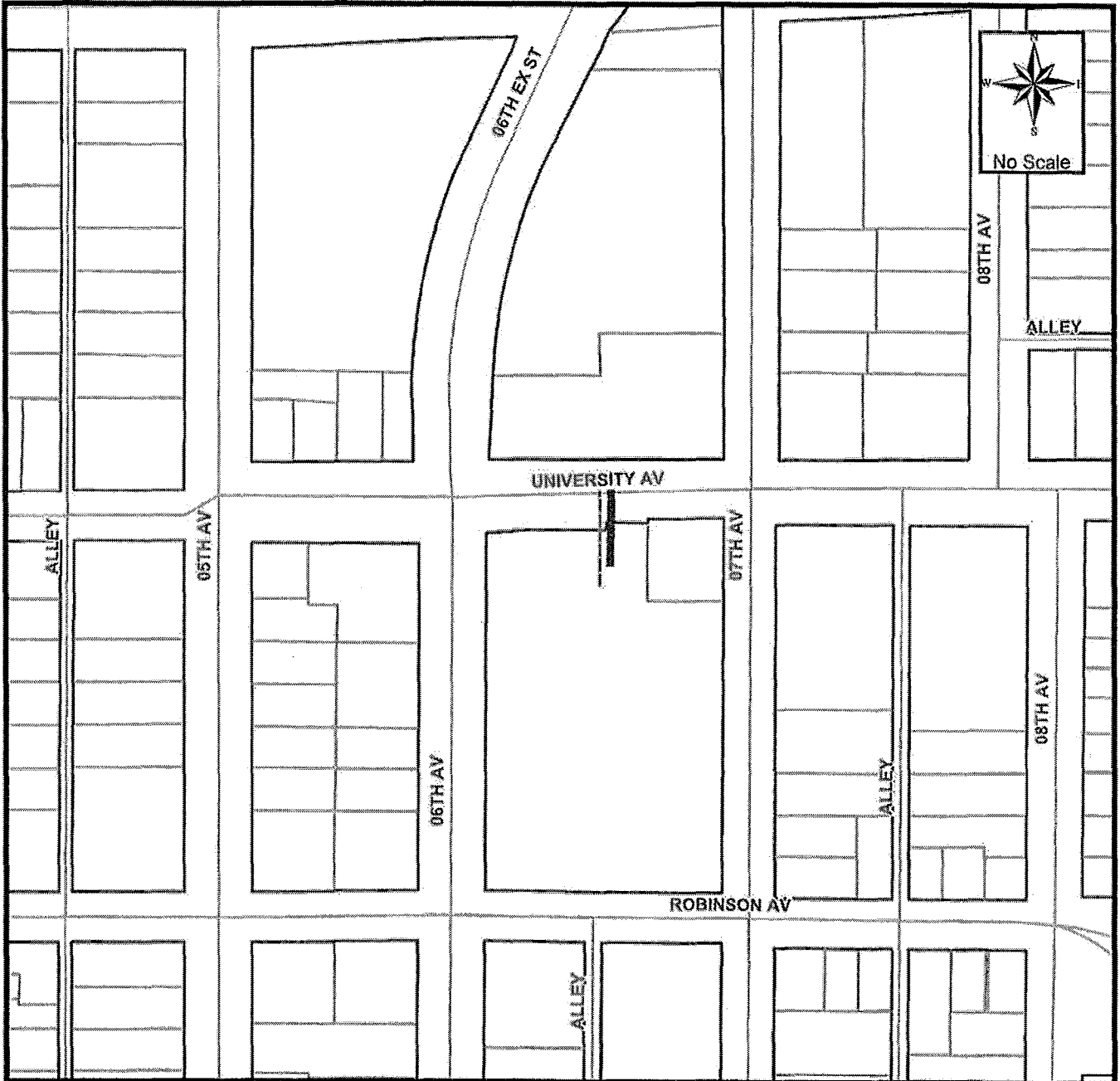
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 SEWER GROUP 835

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PUBLIC WORKS
 DEPARTMENT



SEWER GROUP 835 REHAB 26 OF 26 (38280-10-D)

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-  Abandon

WBS: B-13157

CITY OF SAN DIEGO
PUBLIC WORKS
DEPARTMENT

SAN GIS





ENTITLEMENTS DIVISION
(619) 446-5460

MITIGATED NEGATIVE DECLARATION

Project No. 255100
SCH No. 2011091045

SUBJECT: Citywide Pipeline Projects: COUNCIL APPROVAL to allow for the replacement, rehabilitation, relocation, point repair, new trenching, trenchless construction, and abandonment of water and/or sewer pipeline alignments and associated improvements such as curb ramps, sewer lateral connections, water service connections, manholes, new pavement/slurry, the removal and/or replacement of street trees and the removal and/or replacement of street lights. This environmental document covers the analysis for ~~five~~ four (4) near-term pipeline projects (Harbor Drive Pipeline, Water Group 949, ~~Sewer Group 787~~, Water Group 914, and Sewer/Water Group 732), as well as any subsequent future pipeline projects. The construction footprint for a typical pipeline project, including staging areas and other areas (such as access) would be located within the City of San Diego Public Right-of-Way (PROW) and/or within public easements and may include planned pipeline construction within private easements from the PROW to the service connection. A signed agreement between the City and the property owner would be required for work conducted on private property. Project types that would be included in the analysis contained herein would consist of sewer and water group jobs, trunk sewers, large diameter water pipeline projects, new and/or replacement manholes, new/or replacement fire hydrants, and other necessary appurtenances. All associated equipment would be staged within the existing PROW adjacent to the work areas. The near-term and future projects covered in the document would not impact *Sensitive Biological Resources* or *Environmentally Sensitive Lands (ESL)* as defined in the Land Development Code and would not encroach into the City's Multi-Habitat Planning Area (MHPA). Applicant: The City of San Diego Engineering and Capital Projects Department AND Public Utilities Department.

Update 10/20/2011

Revisions to this document have been made when compared to the Draft Mitigated Negative Declaration (DMND) dated September 9, 2011. In response to the Comment Letter received from The California Department of Fish and Game, further description and graphics of Water Group 949 as it relates to the MHPA has been added to the Final MND. Please note that Sewer Group 787, which is adjacent to the MHPA, has been removed from the project description and is no longer covered in this MND.

The modifications to the FMND are denoted by strikeout and underline format. In accordance with the California Environmental Quality Act, Section 15073.5 (c)(4), the addition of new information that clarifies, amplifies, or makes insignificant modification does not require recirculation as there are no new impacts and no new mitigation identified. An environmental document need only be recirculated when there is identification of new significant environmental impact or the addition of a new mitigation measure required to avoid a significant environmental impact. The addition

of corrected mitigation language within the environmental document does not affect the environmental analysis or conclusions of the MND.

Construction for the near-term and any future projects is anticipated to occur during the daytime hours Monday through Friday, but may occur during the weekend, if necessary. The contractor would comply with all applicable requirements described in the latest edition of the *Standard Specifications for Public Works Construction ("GREENBOOK")* and the latest edition of the *City of San Diego Standard Specifications for Public Works Construction ("WHITEBOOK")*. The City's supplement addresses unique circumstances to the City of San Diego that are not addressed in the GREENBOOK and would therefore take precedence in the event of a conflict. The contractor would also comply with the California Department of Transportation *Manual of Traffic Controls for Construction and Maintenance Work Zones*. If the Average Daily Traffic (ADT) within a given project(s) vicinity is 10,000 ADT or greater, a traffic control plan would be prepared and implemented in accordance with the *City of San Diego Standard Drawings Manual of Traffic Control for Construction and Maintenance Work Zones*. For proposals subject to 10,000 ADT or less, traffic control may be managed through shop drawings during construction. Construction methods to be employed would consist of, but not be limited to:

Open Trenching: The open trench method of construction would be used for complete replacement and new alignment portions of the project. Trenches are typically four feet wide and are dug with excavations and similar large construction equipment.

Rehabilitation: Rehabilitation of alignment involves installing a new lining in old pipelines. The insertion is done through existing manhole access points and does not require removal of pavement or excavation of soils.

Abandonment: Pipeline abandonment activities would be similar to rehabilitation methods in that no surface/subsurface disturbance would occur. This process may involve slurry or grout material injected into the abandoned lines via manhole access. The top portion of the manhole is then typically removed and the remaining space backfilled and paved over.

Potholing: Potholing would be used to verify reconnection of laterals to main where lines would be raised or realigned (higher than existing depth, but still below ground) or to verify utility crossings. These "potholes" are made by using vacuum type equipment to open up small holes into the street of pavement.

Point Repairs: Point repairs include replacing a portion of a pipe segment by open trench excavation methods in which localized structural defects have been identified. Generally, point repairs are confined to an eight-foot section of pipe.

The following near term project(s) have been reviewed by the City of San Diego, Development Services Department (DSD) for compliance with the Land Development Code and have been determined to be exempt from a Site Development Permit (SDP) and/or a Coastal Development Permit (CDP). These projects would involve excavation in areas having a high resource sensitivity and potential for encountering archaeological and paleontological resources during construction related activities. Therefore, mitigation would be required to reduce potential significant impacts to archaeological and paleontological resources to below a level of significance. With respect to Storm Water, all projects would be reviewed for compliance with the City's Storm Water Standards

Manual. All projects that are not-exempt from the Standard Urban Storm Water Mitigation Plan (SUSMP) would incorporate appropriate Permanent Best Management Practices (BMPs) and construction BMPs into the project design(s) and during construction, as required. As such, all projects would comply with the requirement of the Municipal Storm Water Permit.

HARBOR DRIVE PIPELINE (PROJECT NO. 206100)

The Harbor Drive Pipeline includes the replacement of 4.4 miles of 16-inch cast iron (CI) and asbestos cement (AC) pipe that comprises the Harbor Drive 1st and 2nd Pipelines (HD-1 and HD-2) at a depth no greater than five (5) feet. Facility age and cast iron main replacement are the primary drivers for these projects, but due to the history of AC breaks in the area, approximately 1.0 mile of AC replacement is also included. The project is anticipated to be awarded in Fiscal Year 2013.

HD-1 and HD-2 were built primarily in the 1940's and 1950's and were made out of cast iron or asbestos cement and serve the western most part of the University Heights 390 Zone and the northern section of the Point Loma East 260 Zone. The pipelines also serve as redundancy to each other. Several segments were replaced by various City of San Diego Public Utilities Department projects throughout the years and those segments are not a part of the current scope. Previously replaced segments were 16 inch PVC, except for the bridge crossing which used 24-inch CMLC. The pipeline is located entirely within the PROW, will not require any easements, and is not adjacent to the MHPA or located within any designated historical districts. The following streets would be affected by this project: West Laurel, Pacific Highway, North Harbor Drive (within the roadway, under the bridge and within landscape areas), Nimitz Boulevard, Rosecrans Street, Evergreen Street, Hugo Street, Locust Street, Canon Street, Avenida De Portugal, and Point Loma Avenue.

Mitigation for the Harbor Drive Pipeline: Historical Resources (Archaeological Monitoring)

WATER GROUP 949 (PROJECT NO. 232719)

Water Group 949 would consist of the replacement and installation of 5.27 miles of water mains within the Skyline- Paradise Hills, University, Clairemont Mesa, Southeastern San Diego (Greater Golden Hills) community planning areas. 16,931 Linear Feet (LF) of 16-inch cast iron water mains would be replace-in-place with new 16-inch polyvinyl chloride (PVC) pipe within the existing trench. The remaining 10,913 LF of new 16-inch PVC would be installed in new trenches. All work within Regents Road, Site 2 (Figure 8), adjacent to the MHPA would only occur within the developed footprint such as the paved right of way, and concrete sidewalk or slab areas. In addition, all work within 100 feet of the MHPA would observe mitigation such as but not limited to, bird breeding season measures, avoidance of discharge into the MHPA, and avoidance of direct lighting towards the MHPA areas. As such, no impacts to MHPA and/or sensitive resources would occur. The project would also include replacement and reinstallation of valves, water services, fire hydrants, and other appurtenances and would also included the construction of curb ramps, and street resurfacing. Traffic control measures and Best Management Practices (BMPs) would be implemented during construction. Any street tree removal, relocation, and/or trimming would be done under the supervision of the City Arborist. All staging of construction equipment will be located outside of any potentially sensitive areas. The following streets and nearby alleyways would be affected by this project: Tuther Way, Cielo Drive, Woodman Street, Skyline Drive, Regents Road, Hidalgo Avenue, Clairemont Mesa Boulevard, Luna Avenue, B Street, F Street, Ash Street, 25th Street, and 27th Street.

Mitigation Required for Water Group 949: This project would require the implementation of MHPA Land Use Adjacency Guidelines in the University and Clairemont Mesa Community Planning areas that are adjacent (within 100 feet) to the MHPA and Historical Resources (Built Environment) mitigation for the area of the project located within the Greater Golden Hill Historic District.

SEWER GROUP 787 (PROJECT NO. 231928)

Sewer Group 787 would consist of the replacement of 26,436 lineal feet (LF) of existing 16-inch east iron sewer pipe with new 16-inch polyvinyl chloride (PVC) pipe within the existing trench. A total of 1,267 LF of new 16-inch PVC sewer alignment would be installed in new trenches. In addition, the project would abandon 1,606 LF of existing 16-inch east iron pipe. The proposed project would be installed by conventional excavation (open trench) in trenches from 3-5 feet deep. The project would affect the following streets and nearby alleyways: 42nd Street, Monroe Avenue, Edgeward Road, Polk Avenue, Orange Avenue, Menlo Avenue, 47TH Street, Dwight Street, Myrtle Avenue, Manzanita Place, Heather Street, Dahlia Street, Poplar Street, Columbine Street, Pepper Drive, Juniper Street, Marigold Street, Sumac Drive, 44TH Street, Laurie Lane, and Roseview Place all within the City Heights and Kensington-Talmadge Community Planning Areas.

~~Mitigation Required for Water Group 787: This project would require the implementation of MHPA Land Use Adjacency Guidelines in the City Heights and Kensington-Talmadge Community Planning areas that are adjacent (within 100 feet) to the MHPA, Historical Resources (Archaeological and Paleontological Monitoring).~~

WATER GROUP 914 (PROJECT NO. 233447)

Water Group 914 would consist of the replacement and installation of approximately 21,729 lineal feet (LF) of existing 6-inch, 8-inch and 12-inch cast iron pipes and 6-inch asphalt concrete pipes with new 8-inch, 12-inch and 16-inch polyvinyl chloride (PVC) pipe. Also included would be the construction of two underground pressure regulator stations that measure 54 square-feet and 6.5 feet deep each. 17,472 LF would be located in existing trenches and 4,257 LF would be located in new trench lines. The proposed project would be installed by conventional excavation (open trench) in trenches from 3-5 feet deep. However two 300 LF parallel line sections (600 LF total) of the water alignment would be installed by trenchless methodology utilizing two (2) 40 square foot launch and receiver pits. The trenchless installation would occur at the intersection of Coronado Avenue and Ebers Street and is designed to avoid a recorded archaeological resource at this intersection. The trenchless methodology would employ directional underground boring that would install the pipe at a depth deeper than the recorded resource. In addition, a 4-inch AC water segment of approximately 520 LF located along Point Loma Avenue between Guizot Street and Santa Barbara Street will be abandoned in place. The project would affect the following streets and nearby alleyways: Point Loma Avenue, Santa Barbara Street, Bermuda Avenue, Pescadero Avenue, Cable Street, Orchard Avenue, Froude Street, Sunset Cliffs Boulevard, Savoy Circle, and Del Monte Avenue all within the Ocean Beach and Peninsula Community Planning Areas.

Mitigation for Water Group 914: Historical Resources (Archaeological Monitoring) and (Built Environment)

SEWER AND WATER GROUP 732 (PROJECT NO. 206610)

Sewer and Water Group Job 732 would consist of the installation of approximately 5,500 total linear feet (LF) of 8 inch Polyvinyl Chloride (PVC) sewer pipe, and approximately 3,000 total linear feet (LF) of 12 inch PVC water pipe. Approximately, 1,035 LF of water pipe would be rehabilitated using trenchless technology in the same trench, with the remainder of the installation accomplished through open trenching. Related work would include construction of new manholes, replacement and re-plumbing of sewer laterals, installation of curb ramps, pavement restoration, traffic control, and storm water best management practices. Construction of the project would affect portions of the following streets and adjacent alleys in the Peninsula Community Plan area: Xenophon Street, Yonge Street, Zola Street, Alcott Street, Browning Street, Plum Street, Willow Street, Evergreen Street, Locust Street, and Rosecrans Street.

Mitigation Required for Sewer and Water Group 732: Historical Resources (Archaeological and Paleontological Monitoring).SUBSEQUENT PIPELINE PROJECT REVIEW (LONG TERM)

Applications for the replacement, rehabilitation, relocation, point repair, open trenching and abandonment of water and/or sewer pipeline alignments within the City of San Diego PROW as indicated in the Subject block above and in the Project Description discussion of the Initial Study would be analyzed for potential environmental impacts to Historical Resources (Archaeology, Paleontology and the Built Environment) and Land Use (MSCP/MHPA), and reviewed for consistency with this Mitigated Negative Declaration (MND). Where it can be determined that the project is "consistent" with this MND and no additional potential significant impacts would occur pursuant to State CEQA Guideline § 15162 (i.e. the involvement of new significant environmental effects of a substantial increase in the severity of previously identified effects) or if the project would result in minor technical changes or additions, then an Addendum to this MND would be prepared pursuant to §15164. Where future projects are found not to be consistent with this MND, then a new Initial Study and project specific MND shall be prepared.

- I. PROJECT DESCRIPTION: See attached Initial Study.
- II. ENVIRONMENTAL SETTING: See attached Initial Study.
- III. DETERMINATION:

The City of San Diego conducted an Initial Study which determined that the near term projects and any future subsequent projects could have a significant environmental effect in the following areas(s): Land Use (MSCP/MHPA Land Use Adjacency), Historical Resources (Built Environment), Historical Resources (Archaeology) and Paleontology. When subsequent projects are submitted to DSD, the Environmental Analysis Section (EAS) will determine which of the project specific mitigation measures listed in Section V. would apply. Subsequent revisions in the project proposal create the specific mitigation identified in Section V of this Mitigated Negative Declaration. Projects as revised now avoid or mitigate the potentially significant environmental effects previously identified, and the preparation of an Environmental Impact Report will not be required.

IV. DOCUMENTATION:

The attached Initial Study documents the reasons to support the above Determination.

V. MITIGATION, MONITORING AND REPORTING PROGRAM (MMRP):

A. GENERAL REQUIREMENTS – PART I

Plan Check Phase (prior to permit issuance)

1. Prior to Bid Opening/Bid Award or beginning any construction related activity on-site, the Development Services Department (DSD) Director's Environmental Designee (ED) shall review and approve all Construction Documents (CD) (plans, specification, details, etc.) to ensure the MMRP requirements have been incorporated.
2. In addition, the ED shall verify that the MMRP Conditions/Notes that apply ONLY to the construction phases of this project are included VERBATIM, under the heading, "ENVIRONMENTAL/MITIGATION REQUIREMENTS."
3. These notes must be shown within the first three (3) sheets of the construction documents in the format specified for engineering construction document templates as shown on the City website:

<http://www.sandiego.gov/development-services/industry/standtemp.shtml>

4. The **TITLE INDEX SHEET** must also show on which pages the "Environmental/Mitigation Requirements" notes are provided.

B. GENERAL REQUIREMENTS – PART II

Post Plan Check (After permit issuance/Prior to start of construction)

1. **PRE CONSTRUCTION MEETING IS REQUIRED TEN (10) WORKING DAYS PRIOR TO BEGINNING ANY WORK ON THIS PROJECT.** The PERMIT HOLDER/OWNER is responsible to arrange and perform this meeting by contacting the CITY RESIDENT ENGINEER (RE) of the Field Engineering Division and City staff from MITIGATION MONITORING COORDINATION (MMC). Attendees must also include the Permit holder's Representative(s), Job Site Superintendent and the following consultants as necessary:

Biologist, Archaeologist, Native American Monitor, Historian and Paleontologist

Note: Failure of all responsible Permit Holder's representatives and consultants to attend shall require an additional meeting with all parties present.

CONTACT INFORMATION:

- a) The PRIMARY POINT OF CONTACT is the RE at the **Field Engineering Division 858-627-3200**
- b) For Clarification of ENVIRONMENTAL REQUIREMENTS, it is also required to call RE and MMC at **858-627-3360**

2. MMRP COMPLIANCE: This Project, Project Tracking System (PTS) No. 255100, or for subsequent future projects the associated PTS No, shall conform to the mitigation requirements contained in the associated Environmental Document and implemented to the satisfaction of the DSD's ED, MMC and the City Engineer (RE). The requirements may not be reduced or changed but may be annotated (i.e. to explain when and how compliance is being met and location of verifying proof, etc.). Additional clarifying information may also be added to other relevant plan sheets and/or specifications as appropriate (i.e., specific locations, times of monitoring, methodology, etc

Note:

Permit Holder's Representatives must alert RE and MMC if there are any discrepancies in the plans or notes, or any changes due to field conditions. All conflicts must be approved by RE and MMC BEFORE the work is performed.

- 3. OTHER AGENCY REQUIREMENTS:** Evidence that any other agency requirements or permits have been obtained or are in process shall be submitted to the RE and MMC for review and acceptance prior to the beginning of work or within one week of the Permit Holder obtaining documentation of those permits or requirements. Evidence shall include copies of permits, letters of resolution or other documentation issued by the responsible agency as applicable.
- 4. MONITORING EXHIBITS:** All consultants are required to submit, to RE and MMC, a monitoring exhibit on a 11x17 reduction of the appropriate construction plan, such as site plan, grading, landscape, etc., marked to clearly show the specific areas including the **LIMIT OF WORK**, scope of that discipline's work, and notes indicating when in the construction schedule that work will be performed. When necessary for clarification, a detailed methodology of how the work will be performed shall be included.
- 5. OTHER SUBMITTALS AND INSPECTIONS:** The Permit Holder/Owner's representative shall submit all required documentation, verification letters, and requests for all associated inspections to the RE and MMC for approval per the following schedule:

Document Submittal/Inspection Checklist

<i>Issue Area</i>	<i>Document submittal</i>	<i>Associated Inspection/Approvals/Note</i>
General	Consultant Qualification Letters	Prior to Pre-construction Mtg.
General	Consultant Const. Monitoring	Prior to or at Pre-Construction Mtg.
Biology	Biology Reports	Limit of Work Verification
Historical	Historical Reports	Historical observation (built envirnmt)
Archaeology	Archaeology Reports	Archaeology observation
Paleontology	Paleontology Reports	Paleontology observation
Final MMRP		Final MMRP Inspection

SPECIFIC MMRP ISSUE AREA CONDITIONS/REQUIREMENTS:

A. LAND USE [MULTIPLE SPECIES CONSERVATION PROGRAM (MSCP) For PROJECTS WITHIN 100 FEET OF THE MHPA]

I. **Prior to Permit Issuance**

- A. Prior to issuance of any construction permit, the DSD Environmental Designee (ED) shall verify the Applicant has accurately represented the project's design in the Construction Documents (CDs) that are in conformance with the associated discretionary permit conditions and Exhibit "A", and also the City's Multi-Species Conservation Program (MSCP) Land Use Adjacency Guidelines for the Multiple Habitat Planning Area (MHPA), including identifying adjacency as the potential for direct/indirect impacts where applicable. In addition, all CDs where applicable shall show the following:
1. **Land Development / Grading / Boundaries** –MHPA boundaries on-site and adjacent properties shall be delineated on the CDs. The ED shall ensure that all grading is included within the development footprint, specifically manufactured slopes, disturbance, and development within or adjacent to the MHPA..
 2. **Drainage / Toxins** –All new and proposed parking lots and developed area in and adjacent to the MHPA shall be designed so they do not drain directly into the MHPA, All developed and paved areas must prevent the release of toxins, chemicals, petroleum products, exotic plant materials prior to release by incorporating the use of filtration devices, planted swales and/or planted detention/desiltation basins, or other approved permanent methods that are designed to minimize negative impacts, such as excessive water and toxins into the ecosystems of the MHPA.
 3. **Staging/storage, equipment maintenance, and trash** –All areas for staging, storage of equipment and materials, trash, equipment maintenance, and other construction related activities are within the development footprint. Provide a note on the plans that states: *"All construction related activity that may have potential for leakage or intrusion shall be monitored by the Qualified Biologist/Owners Representative to ensure there is no impact to the MHPA."*
 4. **Barriers** –All new development within or adjacent to the MHPA shall provide fencing or other City approved barriers along the MHPA boundaries to direct public access to appropriate locations, to reduce domestic animal predation, and to direct wildlife to appropriate corridor crossing. Permanent barriers may include, but are not limited to, fencing (6-foot black vinyl coated chain link or equivalent), walls, rocks/boulders, vegetated buffers, and signage for access, litter, and educational purposes.
 5. **Lighting** – All building, site, and landscape lighting adjacent to the MHPA shall be directed away from the preserve using proper placement and adequate shielding to protect sensitive habitat. Where necessary, light from traffic or other incompatible uses, shall be shielded from the MHPA through the utilization of including, but not limited to, earth berms, fences, and/or plant material.
 6. **Invasive Plants** – Plant species within 100 feet of the MHPA shall comply with the Landscape Regulations (LDC142.0400 and per table 142-04F, Revegetation and Irrigation Requirements) and be non invasive. Landscape plans shall include a note that states: *"The ongoing maintenance requirements of the property owner shall*

prohibit the use of any planting that are invasive, per City Regulations, Standards, guidelines, etc., within 100 feet of the MHPA."

7. **Brush Management** – All new development adjacent to the MHPA is set back from the MHPA to provide the required Brush Management Zone (BMZ) 1 area (LDC Sec. 142.0412) within the development area and outside of the MHPA. BMZ 2 may be located within the MHPA and the BMZ 2 management shall be the responsibility of a HOA or other private entity.
8. **Noise**- Due to the site's location adjacent to or within the MHPA, construction noise that exceeds the maximum levels allowed shall be avoided, during the breeding seasons for protected avian species such as: *California Gnatcatcher (3/1-8/15)*; *Least Bell's vireo (3/15-9/15)*; and *Southwestern Willow Flycatcher (5/1-8/30)*. If construction is proposed during the breeding season for the species, U.S. Fish and Wildlife Service protocol surveys shall be required in order to determine species presence/absence. When applicable, adequate noise reduction measures shall be incorporated. Upon project submittal EAS shall determine which of the following project specific avian protocol surveys shall be required.

COASTAL CALIFORNIA GNATCATCHER

NO CLEARING, GRUBBING, GRADING, OR OTHER CONSTRUCTION ACTIVITIES SHALL OCCUR BETWEEN MARCH 1 AND AUGUST 15, THE BREEDING SEASON OF THE COASTAL CALIFORNIA GNATCATCHER, UNTIL THE FOLLOWING REQUIREMENTS HAVE BEEN MET TO THE SATISFACTION OF THE CITY MANAGER:

- a. A QUALIFIED BIOLOGIST (POSSESSING A VALID ENDANGERED SPECIES ACT SECTION 10(a)(1)(A) RECOVERY PERMIT) SHALL SURVEY THOSE HABITAT AREAS WITHIN ADJACENT TO THE MHPA THAT WOULD BE SUBJECT TO CONSTRUCTION NOISE LEVELS EXCEEDING 60 DECIBELS [dB(A)] HOURLY AVERAGE FOR THE PRESENCE OF THE COASTAL CALIFORNIA GNATCATCHER. SURVEYS FOR THE COASTAL CALIFORNIA GNATCATCHER SHALL BE CONDUCTED PURSUANT TO THE PROTOCOL SURVEY GUIDELINES ESTABLISHED BY THE U.S. FISH AND WILDLIFE SERVICE WITHIN THE BREEDING SEASON PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION. IF GNATCATCHERS ARE PRESENT, THEN THE FOLLOWING CONDITIONS MUST BE MET:

BETWEEN MARCH 1 AND AUGUST 15, NO CLEARING, GRUBBING, OR GRADING OF OCCUPIED GNATCATCHER HABITAT SHALL BE PERMITTED. AREAS RESTRICTED FROM SUCH ACTIVITIES SHALL BE STAKED OR FENCED UNDER THE SUPERVISION OF A QUALIFIED BIOLOGIST; AND

1. BETWEEN MARCH 1 AND AUGUST 15, NO CONSTRUCTION ACTIVITIES SHALL OCCUR WITHIN ANY PORTION OF THE SITE WHERE CONSTRUCTION ACTIVITIES WOULD RESULT IN NOISE LEVELS EXCEEDING 60 dB(A) HOURLY AVERAGE AT THE EDGE OF OCCUPIED GNATCATCHER HABITAT. AN ANALYSIS SHOWING THAT NOISE GENERATED BY CONSTRUCTION

ACTIVITIES WOULD NOT EXCEED 60 dB(A) HOURLY AVERAGE AT THE EDGE OF OCCUPIED HABITAT MUST BE COMPLETED BY A QUALIFIED ACOUSTICIAN (POSSESSING CURRENT NOISE ENGINEER LICENSE OR REGISTRATION WITH MONITORING NOISE LEVEL EXPERIENCE WITH LISTED ANIMAL SPECIES) AND APPROVED BY THE CITY MANAGER AT LEAST TWO WEEKS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES. PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES DURING THE BREEDING SEASON, AREAS RESTRICTED FROM SUCH ACTIVITIES SHALL BE STAKED OR FENCED UNDER THE SUPERVISION OF A QUALIFIED BIOLOGIST; OR

2. AT LEAST TWO WEEKS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES, UNDER THE DIRECTION OF A QUALIFIED ACOUSTICIAN, NOISE ATTENUATION MEASURES (e.g., BERMS, WALLS) SHALL BE IMPLEMENTED TO ENSURE THAT NOISE LEVELS RESULTING FROM CONSTRUCTION ACTIVITIES WILL NOT EXCEED 60 dB(A) HOURLY AVERAGE AT THE EDGE OF HABITAT OCCUPIED BY THE COASTAL CALIFORNIA GNATCATCHER. CONCURRENT WITH THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES AND THE CONSTRUCTION OF NECESSARY NOISE ATTENUATION FACILITIES, NOISE MONITORING* SHALL BE CONDUCTED AT THE EDGE OF THE OCCUPIED HABITAT AREA TO ENSURE THAT NOISE LEVELS DO NOT EXCEED 60 dB(A) HOURLY AVERAGE. IF THE NOISE ATTENUATION TECHNIQUES IMPLEMENTED ARE DETERMINED TO BE INADEQUATE BY THE QUALIFIED ACOUSTICIAN OR BIOLOGIST, THEN THE ASSOCIATED CONSTRUCTION ACTIVITIES SHALL CEASE UNTIL SUCH TIME THAT ADEQUATE NOISE ATTENUATION IS ACHIEVED OR UNTIL THE END OF THE BREEDING SEASON (AUGUST 16).

* Construction noise monitoring shall continue to be monitored at least twice weekly on varying days, or more frequently depending on the construction activity, to verify that noise levels at the edge of occupied habitat are maintained below 60 dB(A) hourly average or to the ambient noise level if it already exceeds 60 dB(A) hourly average. If not, other measures shall be implemented in consultation with the biologist and the City Manager, as necessary, to reduce noise levels to below 60 dB(A) hourly average or to the ambient noise level if it already exceeds 60 dB(A) hourly average. Such measures may include, but are not limited to, limitations on the placement of construction equipment and the simultaneous use of equipment.

- b. IF COASTAL CALIFORNIA GNATCATCHERS ARE NOT DETECTED DURING THE PROTOCOL SURVEY, THE QUALIFIED BIOLOGIST SHALL SUBMIT SUBSTANTIAL EVIDENCE TO THE CITY MANAGER AND APPLICABLE RESOURCE AGENCIES WHICH DEMONSTRATES WHETHER OR NOT MITIGATION MEASURES SUCH AS NOISE WALLS ARE NECESSARY BETWEEN MARCH 1 AND AUGUST 15 AS FOLLOWS:

1. IF THIS EVIDENCE INDICATES THE POTENTIAL IS HIGH FOR COASTAL CALIFORNIA GNATCATCHER TO BE PRESENT BASED ON HISTORICAL RECORDS OR SITE CONDITIONS, THEN CONDITION A.III SHALL BE ADHERED TO AS SPECIFIED ABOVE.
2. IF THIS EVIDENCE CONCLUDES THAT NO IMPACTS TO THIS SPECIES ARE ANTICIPATED, NO MITIGATION MEASURES WOULD BE NECESSARY.

LEAST BELL'S VIREO (State Endangered/Federally Endangered)

NO CLEARING, GRUBBING, GRADING, OR OTHER CONSTRUCTION ACTIVITIES SHALL OCCUR BETWEEN MARCH 15 AND SEPTEMBER 15, THE BREEDING SEASON OF THE LEAST BELL'S VIREO, UNTIL THE FOLLOWING REQUIREMENTS HAVE BEEN MET TO THE SATISFACTION OF THE CITY MANAGER:

- A. A QUALIFIED BIOLOGIST (POSSESSING A VALID ENDANGERED SPECIES ACT SECTION 10(a)(1)(A) RECOVERY PERMIT) SHALL SURVEY THOSE WETLAND AREAS THAT WOULD BE SUBJECT TO CONSTRUCTION NOISE LEVELS EXCEEDING 60 DECIBELS [dB(A)] HOURLY AVERAGE FOR THE PRESENCE OF THE LEAST BELL'S VIREO. SURVEYS FOR THIS SPECIES SHALL BE CONDUCTED PURSUANT TO THE PROTOCOL SURVEY GUIDELINES ESTABLISHED BY THE U.S. FISH AND WILDLIFE SERVICE WITHIN THE BREEDING SEASON PRIOR TO THE COMMENCEMENT OF CONSTRUCTION. IF THE LEAST BELL'S VIREO IS PRESENT, THEN THE FOLLOWING CONDITIONS MUST BE MET:

BETWEEN MARCH 15 AND SEPTEMBER 15, NO CLEARING, GRUBBING, OR GRADING OF OCCUPIED LEAST BELL'S VIREO HABITAT SHALL BE PERMITTED. AREAS RESTRICTED FROM SUCH ACTIVITIES SHALL BE STAKED OR FENCED UNDER THE SUPERVISION OF A QUALIFIED BIOLOGIST; AND

BETWEEN MARCH 15 AND SEPTEMBER 15, NO CONSTRUCTION ACTIVITIES SHALL OCCUR WITHIN ANY PORTION OF THE SITE WHERE CONSTRUCTION ACTIVITIES WOULD RESULT IN NOISE LEVELS EXCEEDING 60 dB(A) HOURLY AVERAGE AT THE EDGE OF OCCUPIED LEAST BELL'S VIREO OR HABITAT. AN ANALYSIS SHOWING THAT NOISE GENERATED BY CONSTRUCTION ACTIVITIES WOULD NOT EXCEED 60 dB(A) HOURLY AVERAGE AT THE EDGE OF OCCUPIED HABITAT MUST BE COMPLETED BY A QUALIFIED ACOUSTICIAN (POSSESSING CURRENT NOISE ENGINEER LICENSE OR REGISTRATION WITH MONITORING NOISE LEVEL EXPERIENCE WITH LISTED ANIMAL SPECIES) AND APPROVED BY THE CITY MANAGER AT LEAST TWO WEEKS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES. PRIOR TO THE COMMENCEMENT OF ANY OF CONSTRUCTION ACTIVITIES DURING THE BREEDING SEASON, AREAS RESTRICTED FROM SUCH ACTIVITIES SHALL BE STAKED OR FENCED

UNDER THE SUPERVISION OF A QUALIFIED BIOLOGIST; OR

AT LEAST TWO WEEKS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES, UNDER THE DIRECTION OF A QUALIFIED ACOUSTICIAN, NOISE ATTENUATION MEASURES (e.g., BERMS, WALLS) SHALL BE IMPLEMENTED TO ENSURE THAT NOISE LEVELS RESULTING FROM CONSTRUCTION ACTIVITIES WILL NOT EXCEED 60 dB(A) HOURLY AVERAGE AT THE EDGE OF HABITAT OCCUPIED BY THE LEAST BELL'S VIREO. CONCURRENT WITH THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES AND THE CONSTRUCTION OF NECESSARY NOISE ATTENUATION FACILITIES, NOISE MONITORING* SHALL BE CONDUCTED AT THE EDGE OF THE OCCUPIED HABITAT AREA TO ENSURE THAT NOISE LEVELS DO NOT EXCEED 60 dB(A) HOURLY AVERAGE. IF THE NOISE ATTENUATION TECHNIQUES IMPLEMENTED ARE DETERMINED

TO BE INADEQUATE BY THE QUALIFIED ACOUSTICIAN OR BIOLOGIST, THEN THE ASSOCIATED CONSTRUCTION ACTIVITIES SHALL CEASE UNTIL SUCH TIME THAT ADEQUATE NOISE ATTENUATION IS ACHIEVED OR UNTIL THE END OF THE BREEDING SEASON (SEPTEMBER 16).

* Construction noise monitoring shall continue to be monitored at least twice weekly on varying days, or more frequently depending on the construction activity, to verify that noise levels at the edge of occupied habitat are maintained below 60 dB(A) hourly average or to the ambient noise level if it already exceeds 60 dB(A) hourly average. If not, other measures shall be implemented in consultation with the biologist and the City Manager, as necessary, to reduce noise levels to below 60 dB(A) hourly average or to the ambient noise level if it already exceeds 60 dB(A) hourly average. Such measures may include, but are not limited to, limitations on the placement of construction equipment and the simultaneous use of equipment.

- B. IF LEAST BELL'S VIREO ARE NOT DETECTED DURING THE PROTOCOL SURVEY, THE QUALIFIED BIOLOGIST SHALL SUBMIT SUBSTANTIAL EVIDENCE TO THE CITY MANAGER AND APPLICABLE RESOURCE AGENCIES WHICH DEMONSTRATES WHETHER OR NOT MITIGATION MEASURES SUCH AS NOISE WALLS ARE NECESSARY BETWEEN MARCH 15 AND SEPTEMBER 15 AS FOLLOWS:
- I. IF THIS EVIDENCE INDICATES THE POTENTIAL IS HIGH FOR LEAST BELL'S VIREO TO BE PRESENT BASED ON HISTORICAL RECORDS OR SITE CONDITIONS, THEN CONDITION A.III SHALL BE ADHERED TO AS SPECIFIED ABOVE.
 - II. IF THIS EVIDENCE CONCLUDES THAT NO IMPACTS TO THIS SPECIES ARE ANTICIPATED, NO MITIGATION MEASURES WOULD BE NECESSARY.

SOUTHWESTERN WILLOW FLYCATCHER (Federally Endangered)

1. Prior to the first reconstruction meeting, the City Manager (or appointed designee) shall verify that the following project requirements regarding the southwestern willow flycatcher are shown on the construction plans:

NO CLEARING, GRUBBING, GRADING, OR OTHER CONSTRUCTION ACTIVITIES SHALL OCCUR BETWEEN MAY 1 AND SEPTEMBER 1, THE BREEDING SEASON OF THE SOUTHWESTERN WILLOW FLYCATCHER, UNTIL

THE FOLLOWING REQUIREMENTS HAVE BEEN MET TO THE SATISFACTION OF THE CITY MANAGER:

- A. A QUALIFIED BIOLOGIST (POSSESSING A VALID ENDANGERED SPECIES ACT SECTION 10(a)(1)(A) RECOVERY PERMIT) SHALL SURVEY THOSE WETLAND AREAS THAT WOULD BE SUBJECT TO CONSTRUCTION NOISE LEVELS EXCEEDING 60 DECIBELS [dB(A)] HOURLY AVERAGE FOR THE PRESENCE OF THE SOUTHWESTERN WILLOW FLYCATCHER. SURVEYS FOR THIS SPECIES SHALL BE CONDUCTED PURSUANT TO THE PROTOCOL SURVEY GUIDELINES ESTABLISHED BY THE U.S. FISH AND WILDLIFE SERVICE WITHIN THE BREEDING SEASON PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION. IF THE SOUTHWESTERN WILLOW FLYCATCHER IS PRESENT, THEN THE FOLLOWING CONDITIONS MUST BE MET:

BETWEEN MAY 1 AND SEPTEMBER 1, NO CLEARING, GRUBBING, OR GRADING OF OCCUPIED SOUTHWESTERN WILLOW FLYCATCHER HABITAT SHALL BE PERMITTED. AREAS RESTRICTED FROM SUCH ACTIVITIES SHALL BE STAKED OR FENCED UNDER THE SUPERVISION OF A QUALIFIED BIOLOGIST; AND

BETWEEN MAY 1 AND SEPTEMBER 1, NO CONSTRUCTION ACTIVITIES SHALL OCCUR WITHIN ANY PORTION OF THE SITE WHERE CONSTRUCTION ACTIVITIES WOULD RESULT IN NOISE LEVELS EXCEEDING 60 dB(A) HOURLY AVERAGE AT THE EDGE OF OCCUPIED SOUTHWESTERN WILLOW FLYCATCHER HABITAT. AN ANALYSIS SHOWING THAT NOISE GENERATED BY CONSTRUCTION ACTIVITIES WOULD NOT EXCEED 60 dB(A) HOURLY AVERAGE AT THE EDGE OF OCCUPIED HABITAT MUST BE COMPLETED BY A QUALIFIED ACOUSTICIAN (POSSESSING CURRENT NOISE ENGINEER LICENSE OR REGISTRATION WITH MONITORING NOISE LEVEL EXPERIENCE WITH LISTED ANIMAL SPECIES) AND APPROVED BY THE CITY MANAGER AT LEAST TWO WEEKS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES. PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES DURING THE BREEDING SEASON, AREAS RESTRICTED FROM SUCH ACTIVITIES SHALL BE STAKED OR FENCED UNDER THE SUPERVISION OF A QUALIFIED BIOLOGIST; OR AT LEAST TWO WEEKS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES, UNDER THE DIRECTION OF A QUALIFIED ACOUSTICIAN,

NOISE ATTENUATION MEASURES (e.g., BERMS, WALLS) SHALL BE IMPLEMENTED TO ENSURE THAT NOISE LEVELS RESULTING FROM CONSTRUCTION ACTIVITIES WILL NOT EXCEED 60 dB(A) HOURLY AVERAGE AT THE EDGE OF HABITAT OCCUPIED BY THE SOUTHWESTERN WILLOW FLYCATCHER. CONCURRENT WITH THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES AND THE CONSTRUCTION OF NECESSARY NOISE ATTENUATION FACILITIES, NOISE MONITORING* SHALL BE CONDUCTED AT THE EDGE OF THE OCCUPIED HABITAT AREA TO ENSURE THAT NOISE LEVELS DO NOT EXCEED 60 dB(A) HOURLY AVERAGE. IF THE NOISE ATTENUATION TECHNIQUES IMPLEMENTED ARE DETERMINED TO BE INADEQUATE BY THE QUALIFIED ACOUSTICIAN OR BIOLOGIST, THEN THE ASSOCIATED CONSTRUCTION ACTIVITIES SHALL CEASE UNTIL SUCH TIME THAT ADEQUATE NOISE ATTENUATION IS ACHIEVED OR UNTIL THE END OF THE BREEDING SEASON (SEPTEMBER 1).

* Construction noise monitoring shall continue to be monitored at least twice weekly on varying days, or more frequently depending on the construction activity, to verify that noise levels at the edge of occupied habitat are maintained below 60 dB(A) hourly average or to the ambient noise level if it already exceeds 60 dB(A) hourly average. If not, other measures shall be implemented in consultation with the biologist and the City Manager, as necessary, to reduce noise levels to below 60 dB(A) hourly average or to the ambient noise level if it already exceeds 60 dB(A) hourly average. Such measures may include, but are not limited to, limitations on the placement of construction equipment and the simultaneous use of equipment.

- B. IF SOUTHWESTERN WILLOW FLYCATCHER ARE NOT DETECTED DURING THE PROTOCOL SURVEY, THE QUALIFIED BIOLOGIST SHALL SUBMIT SUBSTANTIAL EVIDENCE TO THE CITY MANAGER AND APPLICABLE RESOURCE AGENCIES WHICH DEMONSTRATES WHETHER OR NOT MITIGATION MEASURES SUCH AS NOISE WALLS ARE NECESSARY BETWEEN MAY 1 AND SEPTEMBER 1 AS FOLLOWS:
 - I. IF THIS EVIDENCE INDICATES THE POTENTIAL IS HIGH FOR SOUTHWESTERN WILLOW FLYCATCHER TO BE PRESENT BASED ON HISTORICAL RECORDS OR SITE CONDITIONS, THEN CONDITION A.III SHALL BE ADHERED TO AS SPECIFIED ABOVE.
 - II. IF THIS EVIDENCE CONCLUDES THAT NO IMPACTS TO THIS SPECIES ARE ANTICIPATED, NO MITIGATION MEASURES WOULD BE NECESSARY.

II. Prior to Start of Construction

A. Preconstruction Meeting

The Qualified Biologist/Owners Representative shall incorporate all MHPA construction related requirements, into the project's Biological Monitoring Exhibit (BME).

The Qualified Biologist/Owners Representative is responsible to arrange and perform a focused pre-con with all contractors, subcontractors, and all workers involved in grading or other construction activities that discusses the sensitive nature of the adjacent sensitive biological resources.

III. During Construction

A. The Qualified Biologist/Owners Representative, shall verify that all construction related activities taking place ~~within or~~ adjacent to the MHPA are consistent with the CDs, the MSCP/MHPA Land Use Adjacency Guidelines. The Qualified Biologist/Owners Representative shall monitor and ensure that:

1. **Land Development /Grading Boundaries** - The MHPA boundary and the limits of grading shall be clearly delineated by a survey crew prior to brushing, clearing, or grading. Limits shall be defined with orange construction fence and a siltation fence (can be combined) under the supervision of the Qualified Biologist/Owners Representative who shall provide a letter of verification to RE/MMC that all limits were marked as required. ~~Within or adjacent~~ to the MHPA, all manufactured slopes associated with site development shall be included within the development footprint.
2. **Drainage/Toxics** - No Direct drainage into the MHPA shall occur during or after construction and that filtration devices, swales and/or detention/desiltation basins that drain into the MHPA are functioning properly during construction, and that permanent maintenance after construction is addressed. These systems should be maintained approximately once a year, or as often as needed, to ensure proper functioning. Maintenance should include dredging out sediments if needed, removing exotic plant materials, and adding chemical-neutralizing compounds (e.g. clay compounds) when necessary and appropriate.
3. **Staging/storage, equipment maintenance, and trash** - Identify all areas for staging, storage of equipment and materials, trash, equipment maintenance, and other construction related activities on the monitoring exhibits and verify that they are within the development footprint. Comply with the applicable notes on the plans.
4. **Barriers** - New development adjacent to the MHPA provides city approved barriers along the MHPA boundaries
5. **Lighting** - Periodic night inspections are performed to verify that all lighting adjacent to the MHPA is directed away from preserve areas and appropriate placement and shielding is used.
6. **Invasives** - No invasive plant species are used ~~in or~~ adjacent (within 100 feet) to the MHPA ~~and that within the MHPA, all plant species must be native.~~
7. **Brush Management** - BMZ1 is within the development footprint and outside of the MHPA, and that maintenance responsibility for the BMZ 2 located within the MHPA is identified as the responsibility of an HOA or other private entity.
8. **Noise** - For any area of the site that is adjacent to ~~or within~~ the MHPA, construction noise that exceeds the maximum levels allowed, shall be avoided, during the breeding seasons, for protected avian species such as: *California Gnatcatcher* (3/1-8/15); *Least Bell's vireo* (3/15-9/15); and *Southwestern Willow Flycatcher* (5/1-8/30). If construction is proposed during the breeding season for the species, U.S. Fish and Wildlife Service protocol surveys will be required in order to determine species presence/absence. When applicable, adequate noise reduction measures shall

be incorporated.

IV. Post Construction

A. Preparation and Submittal of Monitoring Report

The Qualified Biologist/Owners Representative shall submit a final biological monitoring report to the RE/MMC within 30 days of the completion of construction that requires monitoring. The report shall incorporate the results of the MMRP/MSCP requirements per the construction documents and the BME to the satisfaction of RE/MMC.

B. HISTORICAL RESOURCES (ARCHAEOLOGY)

Prior to Permit Issuance or Bid Opening/Bid Award

A. Entitlements Plan Check

1. Prior to permit issuance or Bid Opening/Bid Award, whichever is applicable, the Assistant Deputy Director (ADD) Environmental designee shall verify that the requirements for Archaeological Monitoring and Native American monitoring have been noted on the applicable construction documents through the plan check process.

B. Letters of Qualification have been submitted to ADD

1. Prior to Bid Award, the applicant shall submit a letter of verification to Mitigation Monitoring Coordination (MMC) identifying the Principal Investigator (PI) for the project and the names of all persons involved in the archaeological monitoring program, as defined in the City of San Diego Historical Resources Guidelines (HRG). If applicable, individuals involved in the archaeological monitoring program must have completed the 40-hour HAZWOPER training with certification documentation.
2. MMC will provide a letter to the applicant confirming the qualifications of the PI and all persons involved in the archaeological monitoring of the project meet the qualifications established in the HRG.
3. Prior to the start of work, the applicant must obtain written approval from MMC for any personnel changes associated with the monitoring program.

II. Prior to Start of Construction

A. Verification of Records Search

1. The PI shall provide verification to MMC that a site specific records search (1/4 mile radius) has been completed. Verification includes, but is not limited to a copy of a confirmation letter from South Coastal Information Center, or, if the search was in-house, a letter of verification from the PI stating that the search was completed.
2. The letter shall introduce any pertinent information concerning expectations and probabilities of discovery during trenching and/or grading activities.
3. The PI may submit a detailed letter to MMC requesting a reduction to the 1/4 mile radius.

B. PI Shall Attend Precon Meetings

1. Prior to beginning any work that requires monitoring; the Applicant shall arrange a Precon Meeting that shall include the PI, Native American consultant/monitor (where Native American resources may be impacted), Construction Manager (CM)

and/or Grading Contractor, Resident Engineer (RE), Building Inspector (BI), if appropriate, and MMC. The qualified Archaeologist and Native American Monitor shall attend any grading/excavation related Precon Meetings to make comments and/or suggestions concerning the Archaeological Monitoring program with the Construction Manager and/or Grading Contractor.

- a. If the PI is unable to attend the Precon Meeting, the Applicant shall schedule a focused Precon Meeting with MMC, the PI, RE, CM or BI, if appropriate, prior to the start of any work that requires monitoring.
2. Acknowledgement of Responsibility for Curation (CIP or Other Public Projects). The applicant shall submit a letter to MMC acknowledging their responsibility for the cost of curation associated with all phases of the archaeological monitoring program.
 3. Identify Areas to be Monitored
 - b. Prior to the start of any work that requires monitoring, the PI shall submit an Archaeological Monitoring Exhibit (AME) (with verification that the AME has been reviewed and approved by the Native American consultant/monitor when Native American resources may be impacted) based on the appropriate construction documents (reduced to 11x17) to MMC identifying the areas to be monitored including the delineation of grading/excavation limits.
 - c. The AME shall be based on the results of a site specific records search as well as information regarding the age of existing pipelines, laterals and associated appurtenances and/or any known soil conditions (native or formation).
 - d. MMC shall notify the PI that the AME has been approved.
 4. When Monitoring Will Occur
 - a. Prior to the start of any work, the PI shall also submit a construction schedule to MMC through the RE indicating when and where monitoring will occur.
 - b. The PI may submit a detailed letter to MMC prior to the start of work or during construction requesting a modification to the monitoring program. This request shall be based on relevant information such as review of final construction documents which indicate conditions such as age of existing pipe to be replaced, depth of excavation and/or site graded to bedrock, etc., which may reduce or increase the potential for resources to be present.
 5. Approval of AME and Construction Schedule
After approval of the AME by MMC, the PI shall submit to MMC written authorization of the AME and Construction Schedule from the CM.

III. During Construction

- A. Monitor Shall be Present During Grading/Excavation/Trenching
 1. The Archaeological Monitor shall be present full-time during all soil disturbing and grading/excavation/trenching activities which could result in impacts to archaeological resources as identified on the AME. **The Construction Manager is responsible for notifying the RE, PI, and MMC of changes to any construction activities such as in the case of a potential safety concern within the area being monitored. In certain circumstances OSHA safety requirements may necessitate modification of the AME.**
 2. The Native American consultant/monitor shall determine the extent of their presence during soil disturbing and grading/excavation/trenching activities based on the AME and provide that information to the PI and MMC. If prehistoric resources are

encountered during the Native American consultant/monitor's absence, work shall stop and the Discovery Notification Process detailed in Section III.B-C and IV.A-D shall commence.

3. The PI may submit a detailed letter to MMC during construction requesting a modification to the monitoring program when a field condition such as modern disturbance post-dating the previous grading/trenching activities, presence of fossil formations, or when native soils are encountered that may reduce or increase the potential for resources to be present.
4. The archaeological and Native American consultant/monitor shall document field activity via the Consultant Site Visit Record (CSVR). The CSVR's shall be faxed by the CM to the RE the first day of monitoring, the last day of monitoring, monthly (**Notification of Monitoring Completion**), and in the case of ANY discoveries. The RE shall forward copies to MMC.

B. Discovery Notification Process

1. In the event of a discovery, the Archaeological Monitor shall direct the contractor to temporarily divert all soil disturbing activities, including but not limited to digging, trenching, excavating or grading activities in the area of discovery and in the area reasonably suspected to overlay adjacent resources and immediately notify the RE or BI, as appropriate.
2. The Monitor shall immediately notify the PI (unless Monitor is the PI) of the discovery.
3. The PI shall immediately notify MMC by phone of the discovery, and shall also submit written documentation to MMC within 24 hours by fax or email with photos of the resource in context, if possible.
4. No soil shall be exported off-site until a determination can be made regarding the significance of the resource specifically if Native American resources are encountered.

C. Determination of Significance

1. The PI and Native American consultant/monitor, where Native American resources are discovered shall evaluate the significance of the resource. If Human Remains are involved, follow protocol in Section IV below.
 - a. The PI shall immediately notify MMC by phone to discuss significance determination and shall also submit a letter to MMC indicating whether additional mitigation is required.
 - b. If the resource is significant, the PI shall submit an Archaeological Data Recovery Program (ADRP) and obtain written approval of the program from MMC, CM and RE. ADRP and any mitigation must be approved by MMC, RE and/or CM before ground disturbing activities in the area of discovery will be allowed to resume. **Note: If a unique archaeological site is also an historical resource as defined in CEQA Section 15064.5, then the limits on the amount(s) that a project applicant may be required to pay to cover mitigation costs as indicated in CEQA Section 21083.2 shall not apply.**
 - (1). Note: For pipeline trenching and other linear projects in the public Right-of-Way, the PI shall implement the Discovery Process for Pipeline Trenching projects identified below under "D."
 - c. If the resource is not significant, the PI shall submit a letter to MMC indicating that artifacts will be collected, curated, and documented in the Final Monitoring Report. The letter shall also indicate that that no further work is required.

- (1). Note: For Pipeline Trenching and other linear projects in the public Right-of-Way, if the deposit is limited in size, both in length and depth; the information value is limited and is not associated with any other resource; and there are no unique features/artifacts associated with the deposit, the discovery should be considered not significant.
- (2). Note, for Pipeline Trenching and other linear projects in the public Right-of-Way, if significance cannot be determined, the Final Monitoring Report and Site Record (DPR Form 523A/B) shall identify the discovery as Potentially Significant.

D. Discovery Process for Significant Resources - Pipeline Trenching and other Linear Projects in the Public Right-of-Way

The following procedure constitutes adequate mitigation of a significant discovery encountered during pipeline trenching activities or for other linear project types within the Public Right-of-Way including but not limited to excavation for jacking pits, receiving pits, laterals, and manholes to reduce impacts to below a level of significance:

1. Procedures for documentation, curation and reporting
 - a. One hundred percent of the artifacts within the trench alignment and width shall be documented in-situ, to include photographic records, plan view of the trench and profiles of side walls, recovered, photographed after cleaning and analyzed and curated. The remainder of the deposit within the limits of excavation (trench walls) shall be left intact.
 - b. The PI shall prepare a Draft Monitoring Report and submit to MMC via the RE as indicated in Section VI-A.
 - c. The PI shall be responsible for recording (on the appropriate State of California Department of Park and Recreation forms-DPR 523 A/B) the resource(s) encountered during the Archaeological Monitoring Program in accordance with the City's Historical Resources Guidelines. The DPR forms shall be submitted to the South Coastal Information Center for either a Primary Record or SDI Number and included in the Final Monitoring Report.
 - d. The Final Monitoring Report shall include a recommendation for monitoring of any future work in the vicinity of the resource.

IV. Discovery of Human Remains

If human remains are discovered, work shall halt in that area and no soil shall be exported off-site until a determination can be made regarding the provenance of the human remains; and the following procedures as set forth in CEQA Section 15064.5(e), the California Public Resources Code (Sec. 5097.98) and State Health and Safety Code (Sec. 7050.5) shall be undertaken:

A. Notification

1. Archaeological Monitor shall notify the RE or BI as appropriate, MMC, and the PI, if the Monitor is not qualified as a PI. MMC will notify the appropriate Senior Planner in the Environmental Analysis Section (EAS) of the Development Services Department to assist with the discovery notification process.
2. The PI shall notify the Medical Examiner after consultation with the RE, either in person or via telephone.

B. Isolate discovery site

1. Work shall be directed away from the location of the discovery and any nearby area reasonably suspected to overlay adjacent human remains until a determination can

be made by the Medical Examiner in consultation with the PI concerning the provenience of the remains.

2. The Medical Examiner, in consultation with the PI, will determine the need for a field examination to determine the provenience.
 3. If a field examination is not warranted, the Medical Examiner will determine with input from the PI, if the remains are or are most likely to be of Native American origin.
- C. If Human Remains **ARE** determined to be Native American
1. The Medical Examiner will notify the Native American Heritage Commission (NAHC) within 24 hours. By law, **ONLY** the Medical Examiner can make this call.
 2. NAHC will immediately identify the person or persons determined to be the Most Likely Descendent (MLD) and provide contact information.
 3. The MLD will contact the PI within 24 hours or sooner after the Medical Examiner has completed coordination, to begin the consultation process in accordance with CEQA Section 15064.5(e), the California Public Resources and Health & Safety Codes.
 4. The MLD will have 48 hours to make recommendations to the property owner or representative, for the treatment or disposition with proper dignity, of the human remains and associated grave goods.
 5. Disposition of Native American Human Remains will be determined between the MLD and the PI, and, if:
 - a. The NAHC is unable to identify the MLD, OR the MLD failed to make a recommendation within 48 hours after being notified by the Commission, OR;
 - b. The landowner or authorized representative rejects the recommendation of the MLD and mediation in accordance with PRC 5097.94 (k) by the NAHC fails to provide measures acceptable to the landowner, THEN
 - c. To protect these sites, the landowner shall do one or more of the following:
 - (1) Record the site with the NAHC;
 - (2) Record an open space or conservation easement; or
 - (3) Record a document with the County.
 - d. Upon the discovery of multiple Native American human remains during a ground disturbing land development activity, the landowner may agree that additional conferral with descendants is necessary to consider culturally appropriate treatment of multiple Native American human remains. Culturally appropriate treatment of such a discovery may be ascertained from review of the site utilizing cultural and archaeological standards. Where the parties are unable to agree on the appropriate treatment measures the human remains and items associated and buried with Native American human remains shall be reinterred with appropriate dignity, pursuant to Section 5.c., above.
- D. If Human Remains are **NOT** Native American
1. The PI shall contact the Medical Examiner and notify them of the historic era context of the burial.
 2. The Medical Examiner will determine the appropriate course of action with the PI and City staff (PRC 5097.98).
 3. If the remains are of historic origin, they shall be appropriately removed and conveyed to the San Diego Museum of Man for analysis. The decision for interment of the human remains shall be made in consultation with MMC, EAS, the applicant/landowner, any known descendant group, and the San Diego Museum of Man.

V. Night and/or Weekend Work

A. If night and/or weekend work is included in the contract

1. When night and/or weekend work is included in the contract package, the extent and timing shall be presented and discussed at the precon meeting.
2. The following procedures shall be followed.
 - a. No Discoveries
In the event that no discoveries were encountered during night and/or weekend work, the PI shall record the information on the CSVR and submit to MMC via fax by 8AM of the next business day.
 - b. Discoveries
All discoveries shall be processed and documented using the existing procedures detailed in Sections III - During Construction, and IV - Discovery of Human Remains. Discovery of human remains shall always be treated as a significant discovery.
 - c. Potentially Significant Discoveries
If the PI determines that a potentially significant discovery has been made, the procedures detailed under Section III - During Construction and IV-Discovery of Human Remains shall be followed.
 - d. The PI shall immediately contact the RE and MMC, or by 8AM of the next business day to report and discuss the findings as indicated in Section III-B, unless other specific arrangements have been made.

B. If night and/or weekend work becomes necessary during the course of construction

1. The Construction Manager shall notify the RE, or BI, as appropriate, a minimum of 24 hours before the work is to begin.
2. The RE, or BI, as appropriate, shall notify MMC immediately.

C. All other procedures described above shall apply, as appropriate.

VI. Post Construction

A. Submittal of Draft Monitoring Report

1. The PI shall submit two copies of the Draft Monitoring Report (even if negative), prepared in accordance with the Historical Resources Guidelines (Appendix C/D) which describes the results, analysis, and conclusions of all phases of the Archaeological Monitoring Program (with appropriate graphics) to MMC via the RE for review and approval within 90 days following the completion of monitoring. **It should be noted that if the PI is unable to submit the Draft Monitoring Report within the allotted 90-day timeframe as a result of delays with analysis, special study results or other complex issues, a schedule shall be submitted to MMC establishing agreed due dates and the provision for submittal of monthly status reports until this measure can be met.**
 - a. For significant archaeological resources encountered during monitoring, the Archaeological Data Recovery Program or Pipeline Trenching Discovery Process shall be included in the Draft Monitoring Report.
 - b. Recording Sites with State of California Department of Parks and Recreation
The PI shall be responsible for recording (on the appropriate State of California Department of Park and Recreation forms-DPR 523 A/B) any significant or potentially significant resources encountered during the Archaeological Monitoring Program in accordance with the City's Historical Resources Guidelines, and submittal of such forms to the South Coastal Information Center with the Final Monitoring Report.

2. MMC shall return the Draft Monitoring Report to the PI via the RE for revision or, for preparation of the Final Report.
 3. The PI shall submit revised Draft Monitoring Report to MMC via the RE for approval.
 4. MMC shall provide written verification to the PI of the approved report.
 5. MMC shall notify the RE or BI, as appropriate, of receipt of all Draft Monitoring Report submittals and approvals.
- B. Handling of Artifacts
1. The PI shall be responsible for ensuring that all cultural remains collected are cleaned and catalogued
 2. The PI shall be responsible for ensuring that all artifacts are analyzed to identify function and chronology as they relate to the history of the area; that faunal material is identified as to species; and that specialty studies are completed, as appropriate.
- C. Curation of artifacts: Accession Agreement and Acceptance Verification
1. The PI shall be responsible for ensuring that all artifacts associated with the survey, testing and/or data recovery for this project are permanently curated with an appropriate institution. This shall be completed in consultation with MMC and the Native American representative, as applicable.
 2. When applicable to the situation, the PI shall include written verification from the Native American consultant/monitor indicating that Native American resources were treated in accordance with state law and/or applicable agreements. If the resources were reinterred, verification shall be provided to show what protective measures were taken to ensure no further disturbance occurs in accordance with Section IV – Discovery of Human Remains, Subsection C.
 3. The PI shall submit the Accession Agreement and catalogue record(s) to the RE or BI, as appropriate for donor signature with a copy submitted to MMC.
 4. The RE or BI, as appropriate shall obtain signature on the Accession Agreement and shall return to PI with copy submitted to MMC.
 5. The PI shall include the Acceptance Verification from the curation institution in the Final Monitoring Report submitted to the RE or BI and MMC.
- D. Final Monitoring Report(s)
1. The PI shall submit one copy of the approved Final Monitoring Report to the RE or BI as appropriate, and one copy to MMC (even if negative), within 90 days after notification from MMC of the approved report.
 2. The RE shall, in no case, issue the Notice of Completion until receiving a copy of the approved Final Monitoring Report from MMC which includes the Acceptance Verification from the curation institution.

C. PALEONTOLOGICAL RESOURCES

I. **Prior to Permit Issuance or Bid Opening/Bid Award**

A. Entitlements Plan Check

1. Prior to permit issuance or Bid Opening/Bid Award, whichever is applicable, the Assistant Deputy Director (ADD) Environmental designee shall verify that the requirements for Paleontological Monitoring have been noted on the appropriate construction documents.

B. Letters of Qualification have been submitted to ADD

1. Prior to Bid Award, the applicant shall submit a letter of verification to Mitigation Monitoring Coordination (MMC) identifying the Principal Investigator (PI) for the

project and the names of all persons involved in the paleontological monitoring program, as defined in the City of San Diego Paleontology Guidelines.

2. MMC will provide a letter to the applicant confirming the qualifications of the PI and all persons involved in the paleontological monitoring of the project.
3. Prior to the start of work, the applicant shall obtain approval from MMC for any personnel changes associated with the monitoring program.

II. Prior to Start of Construction

A. Verification of Records Search

1. The PI shall provide verification to MMC that a site specific records search has been completed. Verification includes, but is not limited to a copy of a confirmation letter from San Diego Natural History Museum, other institution or, if the search was in-house, a letter of verification from the PI stating that the search was completed.
2. The letter shall introduce any pertinent information concerning expectations and probabilities of discovery during trenching and/or grading activities.

B. PI Shall Attend Precon Meetings

1. Prior to beginning any work that requires monitoring, the Applicant shall arrange a Precon Meeting that shall include the PI, Construction Manager (CM) and/or Grading Contractor, Resident Engineer (RE), Building Inspector (BI), if appropriate, and MMC. The qualified paleontologist shall attend any grading/excavation related Precon Meetings to make comments and/or suggestions concerning the Paleontological Monitoring program with the Construction Manager and/or Grading Contractor.
 - a. If the PI is unable to attend the Precon Meeting, the Applicant shall schedule a focused Precon Meeting with MMC, the PI, RE, CM or BI, if appropriate, prior to the start of any work that requires monitoring.
2. Acknowledgement of Responsibility for Curation (CIP or Other Public Projects) The applicant shall submit a letter to MMC acknowledging their responsibility for the cost of curation associated with all phases of the paleontological monitoring program.
3. Identify Areas to be Monitored
 - a. a. Prior to the start of any work that requires monitoring, the PI shall submit a Paleontological Monitoring Exhibit (PME) based on the appropriate construction documents (reduced to 11x17) to MMC for approval identifying the areas to be monitored including the delineation of grading/excavation limits. Monitoring shall begin at depths below 10 feet from existing grade or as determined by the PI in consultation with MMC. The determination shall be based on site specific records search data which supports monitoring at depths less than ten feet.
 - b. b. The PME shall be based on the results of a site specific records search as well as information regarding existing known soil conditions (native or formation).
 - c. c. MMC shall notify the PI that the PME has been approved.
- d. 4. When Monitoring Will Occur
 - a. Prior to the start of any work, the PI shall also submit a construction schedule to MMC through the RE indicating when and where monitoring will occur.
 - b. The PI may submit a detailed letter to MMC prior to the start of work or during construction requesting a modification to the monitoring program. This request shall be based on relevant information such as review of final construction

documents which indicate conditions such as depth of excavation and/or site graded to bedrock, presence or absence of fossil resources, etc., which may reduce or increase the potential for resources to be present.

5. Approval of PME and Construction Schedule
After approval of the PME by MMC, the PI shall submit to MMC written authorization of the PME and Construction Schedule from the CM.

III. During Construction

A. Monitor Shall be Present During Grading/Excavation/Trenching

1. The monitor shall be present full-time during grading/excavation/trenching activities including, but not limited to mainline, laterals, jacking and receiving pits, services and all other appurtenances associated with underground utilities as identified on the PME that could result in impacts to formations with high and/or moderate resource sensitivity. **The Construction Manager is responsible for notifying the RE, PI, and MMC of changes to any construction activities such as in the case of a potential safety concern within the area being monitored. In certain circumstances OSHA safety requirements may necessitate modification of the PME.**
2. The PI may submit a detailed letter to MMC during construction requesting a modification to the monitoring program when a field condition such as trenching activities that do not encounter formational soils as previously assumed, and/or when unique/unusual fossils are encountered, which may reduce or increase the potential for resources to be present.
3. The monitor shall document field activity via the Consultant Site Visit Record (CSV). The CSV's shall be faxed by the CM to the RE the first day of monitoring, the last day of monitoring, monthly (**Notification of Monitoring Completion**), and in the case of ANY discoveries. The RE shall forward copies to MMC.

B. Discovery Notification Process

1. In the event of a discovery, the Paleontological Monitor shall direct the contractor to temporarily divert trenching activities in the area of discovery and immediately notify the RE or BI, as appropriate.
2. The Monitor shall immediately notify the PI (unless Monitor is the PI) of the discovery.
3. The PI shall immediately notify MMC by phone of the discovery, and shall also submit written documentation to MMC within 24 hours by fax or email with photos of the resource in context, if possible.

C. Determination of Significance

1. The PI shall evaluate the significance of the resource.
 - a. The PI shall immediately notify MMC by phone to discuss significance determination and shall also submit a letter to MMC indicating whether additional mitigation is required. The determination of significance for fossil discoveries shall be at the discretion of the PI.
 - b. If the resource is significant, the PI shall submit a Paleontological Recovery Program (PRP) and obtain written approval of the program from MMC, MC and/or RE. PRP and any mitigation must be approved by MMC, RE and/or CM before ground disturbing activities in the area of discovery will be allowed to resume.

- (1). Note: For pipeline trenching projects only, the PI shall implement the Discovery Process for Pipeline Trenching projects identified below under "D."
 - c. If resource is not significant (e.g., small pieces of broken common shell fragments or other scattered common fossils) the PI shall notify the RE, or BI as appropriate, that a non-significant discovery has been made. The Paleontologist shall continue to monitor the area without notification to MMC unless a significant resource is encountered.
 - d. The PI shall submit a letter to MMC indicating that fossil resources will be collected, curated, and documented in the Final Monitoring Report. The letter shall also indicate that no further work is required.
 - (1). Note: For Pipeline Trenching Projects Only. If the fossil discovery is limited in size, both in length and depth; the information value is limited and there are no unique fossil features associated with the discovery area, then the discovery should be considered not significant.
 - (2). Note, for Pipeline Trenching Projects Only: If significance can not be determined, the Final Monitoring Report and Site Record shall identify the discovery as Potentially Significant.
- D. Discovery Process for Significant Resources - Pipeline Trenching Projects**
 The following procedure constitutes adequate mitigation of a significant discovery encountered during pipeline trenching activities including but not limited to excavation for jacking pits, receiving pits, laterals, and manholes to reduce impacts to below a level of significance.
- 1. Procedures for documentation, curation and reporting
 - a. One hundred percent of the fossil resources within the trench alignment and width shall be documented in-situ photographically, drawn in plan view (trench and profiles of side walls), recovered from the trench and photographed after cleaning, then analyzed and curated consistent with Society of Invertebrate Paleontology Standards. The remainder of the deposit within the limits of excavation (trench walls) shall be left intact and so documented.
 - b. The PI shall prepare a Draft Monitoring Report and submit to MMC via the RE as indicated in Section VI-A.
 - c. The PI shall be responsible for recording (on the appropriate forms for the San Diego Natural History Museum) the resource(s) encountered during the Paleontological Monitoring Program in accordance with the City's Paleontological Guidelines. The forms shall be submitted to the San Diego Natural History Museum and included in the Final Monitoring Report.
 - d. The Final Monitoring Report shall include a recommendation for monitoring of any future work in the vicinity of the resource.

IV. Night and/or Weekend Work

- A. If night and/or weekend work is included in the contract
 - 1. When night and/or weekend work is included in the contract package, the extent and timing shall be presented and discussed at the pre-con meeting.
 - 2. The following procedures shall be followed.
 - a. No Discoveries
 In the event that no discoveries were encountered during night and/or weekend work, The PI shall record the information on the CSV and submit to MMC via the RE via fax by 8AM on the next business day.

- b. Discoveries
All discoveries shall be processed and documented using the existing procedures detailed in Sections III - During Construction.
 - c. Potentially Significant Discoveries
If the PI determines that a potentially significant discovery has been made, the procedures detailed under Section III - During Construction shall be followed.
 - d. The PI shall immediately contact the RE and MMC, or by 8AM on the next business day to report and discuss the findings as indicated in Section III-B, unless other specific arrangements have been made.
- B. If night and/or weekend work becomes necessary during the course of construction
 - 1. The Construction Manager shall notify the RE, or BI, as appropriate, a minimum of 24 hours before the work is to begin.
 - 2. The RE, or BI, as appropriate, shall notify MMC immediately.
 - C. All other procedures described above shall apply, as appropriate.

V. Post Construction

- A. Preparation and Submittal of Draft Monitoring Report
 - 1. The PI shall submit two copies of the Draft Monitoring Report (even if negative), prepared in accordance with the Paleontological Guidelines which describes the results, analysis, and conclusions of all phases of the Paleontological Monitoring Program (with appropriate graphics) to MMC via the RE for review and approval within 90 days following the completion of monitoring.
 - a. For significant paleontological resources encountered during monitoring, the Paleontological Recovery Program or Pipeline Trenching Discovery Process shall be included in the Draft Monitoring Report.
 - b. Recording Sites with the San Diego Natural History Museum
The PI shall be responsible for recording (on the appropriate forms) any significant or potentially significant fossil resources encountered during the Paleontological Monitoring Program in accordance with the City's Paleontological Guidelines, and submittal of such forms to the San Diego Natural History Museum with the Final Monitoring Report.
 - 2. MMC shall return the Draft Monitoring Report to the PI via the RE for revision or, for preparation of the Final Report.
 - 3. The PI shall submit revised Draft Monitoring Report to MMC via the RE for approval.
 - 4. MMC shall provide written verification to the PI of the approved report.
 - 5. MMC shall notify the RE or BI, as appropriate, of receipt of all Draft Monitoring Report submittals and approvals.
- B. Handling of Fossil Remains
 - 1. The PI shall be responsible for ensuring that all fossil remains collected are cleaned and catalogued.
- C. Curation of artifacts: Deed of Gift and Acceptance Verification
 - 1. The PI shall be responsible for ensuring that all fossil remains associated with the monitoring for this project are permanently curated with an appropriate institution.
 - 2. The PI shall submit the Deed of Gift and catalogue record(s) to the RE or BI, as appropriate for donor signature with a copy submitted to MMC.
 - 3. The RE or BI, as appropriate shall obtain signature on the Deed of Gift and shall return to PI with copy submitted to MMC.

4. The PI shall include the Acceptance Verification from the curation institution in the Final Monitoring Report submitted to the RE or BI and MMC.
- D. Final Monitoring Report(s)
1. The PI shall submit two copies of the Final Monitoring Report to MMC (even if negative), within 90 days after notification from MMC of the approved report.
 2. The RE shall, in no case, issue the Notice of Completion until receiving a copy of the approved Final Monitoring Report from MMC which includes the Acceptance Verification from the curation institution.

D. HISTORICAL RESOURCES (BUILT ENVIRONMENT)

When a future project requires implementation of this mitigation measure, the following paragraph shall be included in the subsequent environmental document and applicable Historic District name, boundary and district guidelines, if applicable shall be inserted as noted below in [brackets]:

The project is located within the [[insert District name]] Historic District, bounded by [[enter District boundary]] All work within the District boundary must be consistent with the City's Historical Resources Regulations, the U.S. Secretary of the Interior's Standards and the [[enter district guidelines if applicable]] District Design Guidelines. The following mitigation measures are required within the District boundary and shall ensure consistency with these regulations, Standards and guidelines.

- A. Prior to beginning any work at the site, a Pre Construction meeting that includes Historic Resources and MMC staff shall be held at the project site to review these mitigation measures and requirements within the District boundary.
- B. A Historic Sidewalk Stamp Inventory prepared by a qualified historic consultant or archaeologist and approved by HRB staff is required prior to the Pre-Construction (Pre-Con) meeting. The Inventory shall include photo documentation of all existing stamps within the project area keyed to a project site plan.
- C. Existing sidewalk stamps shall be preserved in place. Where existing sidewalk stamps must be impacted to accommodate right-of-way improvements, the following actions are required:
 1. A mold of the sidewalk stamp will be made to allow reconstruction of the stamp if destroyed during relocation.
 2. The sidewalk stamp shall be saw-cut to preserve the stamp in its entirety; relocated as near as possible to the original location; and set in the same orientation.
 3. If the sidewalk stamp is destroyed during relocation, a new sidewalk stamp shall be made from the mold taken and relocated as near as possible to the original location and set in the same orientation.
- D. No new sidewalk stamps shall be added by any contractor working on the project.
- E. Existing historic sidewalk, parkway and street widths shall be maintained. Any work that requires alteration of these widths shall be approved by Historic Resources staff.
- F. Existing historic curb heights and appearance shall be maintained. Any work that requires alteration of the existing height or appearance shall be approved by Historic Resources staff.

- G. Sections of sidewalk which may be impacted by the project shall be replaced in-kind to match the historic color, texture and scoring pattern of the original sidewalks. If the original color, scoring pattern or texture is not present at the location of the impact, the historically appropriate color, texture and scoring pattern found throughout the district shall be used.
- H. Truncated domes used at corner curb ramps shall be dark gray in color.
- I. Existing historic lighting, such as acorn lighting shall remain. New lighting shall be consistent with existing lighting fixtures, or fixtures specified in any applicable District Design Guidelines.
- J. Existing mature street trees shall remain. New street trees shall be consistent with the prevalent mature species in the District and/or species specified in any applicable District Design Guidelines.
- K. Any walls located within the right-of-way or on private property are considered historic and may not be impacted without prior review and approval by Historic Resources staff.

VI. PUBLIC REVIEW DISTRIBUTION:

Draft copies or notice of this Mitigated Negative Declaration were distributed to:

United States Government

- Fish and Wildlife Service (23)
- MCAS Miramar (13)
- Naval Facilities Engineering Command Southwest (8)

State of California

- Department of Fish and Game (32A)
- State Clearing House (46)
- Resources Agency (43)
- Native American Heritage Commission (56)
- State Historic Preservation Officer (41)
- Regional Water Quality Control Board (44)
- Water Resources (45)
- Water Resources Control Board (55)
- Coastal Commission (48)
- Caltrans District 11 (31)

County of San Diego

- Department of Environmental Health (75)
- Planning and Land Use (68)
- Water Authority (73)

City of San Diego

- Office of the Mayor (91)
- Council President Young, District 4 (MS 10A)
- Councilmember Lightner, District 1 (MS 10A)
- Councilmember Faulconer, District 2 (MS 10A)
- Councilmember Gloria, District 3 (MS 10A)
- Councilmember DeMaio, District 5 (MS 10A)

Councilmember Zapf, District 6 (MS 10A)
Councilmember Emerald, District 7 (MS 10A)
Councilmember Alvarez, District 8 (MS 10A)
Historical Resource Board (87)
City Attorney (MS 56A)
 Shannon Thomas (MS 93C)
Engineering and Capital Projects
 Marc Cass (MS 908A)
 Allison Sherwood (MS 908A)
 Matthew DeBeliso (MS 908A)
 Akram Bassyouni (MS 908A)
 Michael Ninh (MS 908A)
 Roman Anissi (MS 908A)
 Daniel Tittle (MS 908A)
Development Services Department
 Myra Herrmann (MS 501)
 Kristen Forburger (MS 401)
 Jeanne Krosch (MS 401)
 Kelley Stanco (MS 501)
Library Dept.-Gov. Documents MS 17 (81)
 Balboa Branch Library (81B)
 Beckwourth Branch Library (81C)
 Benjamin Branch Library (81D)
 Carmel Mountain Ranch Branch (81E)
 Carmel Valley Branch Library (81F)
 City Heights/Weingart Branch Library (81G)
 Clairemont Branch Library (81H)
 College-Rolando Branch Library (81I)
 Kensington-Normal Heights Branch Library (81K)
 La Jolla/Riford branch Library (81L)
 Linda Vista Branch Library (81M)
 Logan Heights Branch Library (81N)
 Malcolm X Library & Performing Arts Center (81O)
 Mira Mesa Branch Library (81P)
 Mission Hills Branch Library (81Q)
 Mission Valley Branch Library (81R)
 North Clairemont Branch Library (81S)
 North Park Branch Library (81T)
 Oak Park Branch Library (81U)
 Ocean Beach Branch Library (81V)
 Otay Mesa-Nestor Branch Library (81W)
 Pacific Beach/Taylor Branch Library (81X)
 Paradise Hills Branch Library (81Y)
 Point Loma/Hervey Branch Library (81Z)
 Rancho Bernardo Branch Library (81AA)
 Rancho Peñasquitos Branch Library (81BB)
 San Carlos Branch Library (81DD)
 San Ysidro Branch Library (81EE)
 Scripps Miramar Ranch Branch Library (81FF)

Serra Mesa Branch Library (81GG)
 Skyline Hills Branch Library (81HH)
 Tierrasanta Branch Library (81II)
 University Community Branch Library (81JJ)
 University Heights Branch Library (81KK)
 Malcolm A. Love Library (457)

Other Interested Individuals or Groups

Community Planning Groups

Community Planners Committee (194)
 Balboa Park Committee (226 + 226A)
 Black Mountain Ranch – Subarea I (226C)
 Otay Mesa - Nestor Planning Committee (228)
 Otay Mesa Planning Committee (235)
 Clairemont Mesa Planning Committee (248)
 Greater Golden Hill Planning Committee (259)
 Serra Mesa Planning Group (263A)
 Kearny Mesa Community Planning Group (265)
 Linda Vista Community Planning Committee (267)
 La Jolla Community Planning Association (275)
 City Heights Area Planning Committee (287)
 Kensington-Talmadge Planning Committee (290)
 Normal Heights Community Planning Committee (291)
 Eastern Area Planning Committee (302)
 North Bay Community Planning Group (307)
 Mira Mesa Community Planning Group (310)
 Mission Beach Precise Planning Board (325)
 Mission Valley Unified Planning Organization (331)
 Navajo Community Planners Inc. (336)
 Carmel Valley Community Planning Board (350)
 Del Mar Mesa Community Planning Board (361)
 Greater North Park Planning Committee (363)
 Ocean Beach Planning Board (367)
 Old Town Community Planning Committee (368)
 Pacific Beach Community Planning Committee (375)
 Pacific Highlands Ranch – Subarea III (377A)
 Rancho Pefiasquitos Planning Board (380)
 Peninsula Community Planning Board (390)
 Rancho Bernardo Community Planning Board (400)
 Sabre Springs Community Planning Group (406B)
 Sabre Springs Community Planning Group (407)
 San Pasqual - Lake Hodges Planning Group (426)
 San Ysidro Planning and Development Group (433)
 Scripps Ranch Community Planning Group (437)
 Miramar Ranch North Planning Committee (439)
 Skyline - Paradise Hills Planning Committee (443)
 Torrey Hills Community Planning Board (444A)
 Southeastern San Diego Planning Committee (449)
 Encanto Neighborhoods Community Planning Group (449A)

College Area Community Council (456)
Tierrasanta Community Council (462)
Torrey Highlands – Subarea IV (467)
Torrey Pines Community Planning Group (469)
University City Community Planning Group (480)
Uptown Planners (498)

Town/Community Councils - PUBLIC NOTICE ONLY

Town Council Presidents Association (197)
Harborview Community Council (246)
Carmel Mountain Ranch Community Council (344)
Clairemont Town Council (257)
Serra Mesa Community Council (264)
Rolando Community Council (288)
Oak Park Community Council (298)
Webster Community Council (301)
Darnell Community Council (306)
La Jolla Town Council (273)
Mission Beach Town Council (326)
Mission Valley Community Council (328 C)
San Carlos Area Council (338)
Ocean Beach Town Council, Inc. (367 A)
Pacific Beach Town Council (374)
Rancho Penasquitos Community Council (378)
Rancho Bernardo Community Council, Inc. (398)
Rancho Penasquitos Town Council (383)
United Border Community Town Council (434)
San Dieguito Planning Group (412)
Murphy Canyon Community Council (463)

Other Interested Individuals or Groups

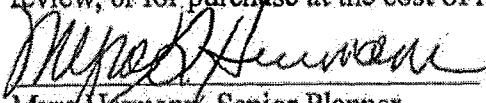
San Diego Unified Port District (109)
San Diego County Regional Airport Authority (110)
San Diego transit Corporation (112)
San Diego Gas & Electric (114)
Metropolitan Transit Systems (115)
San Diego Unified School District (125/132)
San Ysidro Unified School District (127)
San Diego Community College District (133)
The Beach and Bay Beacon News (137)
Sierra Club (165)
San Diego Canyonlands (165A)
San Diego Natural History Museum (166)
San Diego Audubon Society (167)
Jim Peugh (167A)
California Native Plant Society (170)
San Diego Coastkeeper (173)
Endangered Habitat League (182 and 182A)
South Coastal Information Center @ San Diego State University (210)

San Diego Historical Society (211)
Carmen Lucas (206)
Clint Linton (215b)
San Diego Archaeological Center (212)
Save Our Heritage Organization (214)
Ron Christman (215)
Louie Guassac (215A)
San Diego County Archaeological Society (218)
Kumeyaay Cultural Heritage Preservation (223)
Kumeyaay Cultural Repatriation Committee (225)
Native American Distribution (NOTICE ONLY 225A-T)
San Diego Historical Society (211)
Theresa Acerro (230)
Unified Port of San Diego (240)
Centre City Development Corporation (242)
Centre City Advisory Committee (243)
Balboa Avenue CAC (246)
Theresa Quiros (294)
Fairmount Park Neighborhood Association (303)
John Stump (304)
San Diego Baykeeper (319)
Debbie Knight (320)
Mission Hills Heritage (497)

VII. RESULTS OF PUBLIC REVIEW:

- () No comments were received during the public input period.
- () Comments were received but did not address the draft Mitigated Negative Declaration finding or the accuracy/completeness of the Initial Study. No response is necessary. The letters are attached.
- (x) Comments addressing the findings of the draft Mitigated Negative Declaration and/or accuracy or completeness of the Initial Study were received during the public input period. The letters and responses follow.

Copies of the draft Mitigated Negative Declaration, the Mitigation, Monitoring and Reporting Program and any Initial Study material are available in the office of the Entitlements Division for review, or for purchase at the cost of reproduction.


Myra Herrmann, Senior Planner
Development Services Department

September 14, 2011
Date of Draft Report

October 24, 2011
Date of Final Report

Analysts: J. Szymanski/M. Herrmann

Attachments:

- Figure 1 - Harbor Drive Pipeline Location Map
 - Figure 2 - Water Group 949 Site 1 Location Map
 - Figure 3- Water Group 949 Site 2 Location Map
 - Figure 4- Water Group 949 Site 3 Location Map
 - Figure 5- Sewer Group 787 Location Map
 - Figure 6- Water Group 914 Location Map
 - Figure 7- Sewer and Water Group 732 Location Map
 - Figure 8- Water Group 949-Site 2 with the MHPA
- Initial Study Checklist

SEWER GROUP JOB 835 PROJECT
ADDENDUM TO MITIGATED NEGATIVE DECLARATION NO. 255100
(Project No. 452086)
AND
MITIGATION MONITORING AND REPORTING PROGRAM (MMRP)

ADOPTED ON March 30, 2016

WHEREAS, on December 1, 2015, The City of San Diego Public Works Department submitted an application to the Development Services Department for a Site Development Permit for the Sewer Group Job 835 project (Project), for approval of minor technical changes or additions to the Citywide Pipeline Projects scope that was analyzed by adopted Mitigated Negative Declaration No. 255100; and

WHEREAS, the matter was considered without a public hearing by the Deputy Director of the Development Services Department as designated by the City Manager of the City of San Diego on March 30, 2016; and

WHEREAS, on March 30, 2016, the Deputy Director of the Development Services considered the issues discussed in Addendum to Mitigated Negative Declaration No. 255100 (Declaration), a copy of which is on file in the Development Services Department, in accordance with the California Environmental Quality Act of 1970 (CEQA) (Public Resources Code Section 21000 et seq.), as amended, and the State CEQA Guidelines thereto (California Code of Regulations, Title 14, Chapter 3, Section 15000 et seq.); and

WHEREAS, State CEQA Guidelines section 15164(a) allows a lead agency to prepare an Addendum to a final Mitigated Negative Declaration if such Addendum meets the requirements of CEQA; NOW, THEREFORE,

BE IT RESOLVED, by the Deputy Director of the Development Services Department of the City of San Diego as follows:

1. That the information contained in the final Mitigated Negative Declaration No. 255100 along with the Addendum thereto, including any comments received during the public review process, has been reviewed and considered by this Deputy Director of the Development Services Department prior to making a decision on the Project.
2. That there are no substantial changes proposed to the Project and no substantial changes with respect to the circumstances under which the Project is to be undertaken that would require major revisions in the Mitigated Negative Declaration for the Project.
3. That no new information of substantial importance has become available showing that the Project would have any significant effects not discussed previously in Mitigated Negative Declaration or that any significant effects previously examined will be substantially more severe than shown in the Mitigated Negative Declaration.

4. That no new information of substantial importance has become available showing that mitigation measures or alternatives previously found not to be feasible are in fact feasible which would substantially reduce any significant effects, but that the Project proponents decline to adopt, or that there are any considerably different mitigation measures or alternatives not previously considered which would substantially reduce any significant effects, but that the Project proponents decline to adopt,
5. That pursuant to State CEQA Guidelines Section 15164, only minor technical changes or additions are necessary, and therefore, the Deputy Director of the Development Services Department adopts Addendum to Mitigated Negative Declaration No. 255100 with respect to the Project, a copy of which is on file in the office of the Development Services Department.
6. That pursuant to CEQA Section 21081.6, the Deputy Director of the Development Services Department adopts the Mitigation Monitoring and Reporting Program, or alterations to implement the changes to the project as required by this Deputy Director of the Development Services Department in order to mitigate or avoid significant effects on the environment, which is attached hereto as Exhibit A.
7. That DEVELOPMENT SERVICES STAFF is directed to file a Notice of Determination with the Clerk of the Board of Supervisors for the County of San Diego regarding the Project,

APPROVED: Kerry Santoro, Deputy Director, Development Services Department

By: 

Date: 4/1/2016

ATTACHMENT: EXHIBIT A – MITIGATION MONITORING AND REPORTING PROGRAM

EXHIBIT A

MITIGATION MONITORING AND REPORTING PROGRAM SEWER GROUP JOB 835 PROJECT NO. 452086

This Mitigation Monitoring and Reporting Program is designed to ensure compliance with Public Resources Code Section 21081.6 during implementation of mitigation measures. This program identifies at a minimum: the department responsible for the monitoring, what is to be monitored, how the monitoring shall be accomplished, the monitoring and reporting schedule, and completion requirements. A record of the Mitigation Monitoring and Reporting Program will be maintained at the offices of the Entitlements Division, 1222 First Avenue, Fifth Floor, San Diego, CA, 92101. All mitigation measures contained in the Addendum to Mitigated Negative Declaration No. 255100 shall be made conditions of Site Development Permit No. as may be further described below.

Historical Resources (Archaeology)

I. Prior to Permit Issuance or Bid Opening/Bid Award

A. Entitlements Plan Check

1. Prior to permit issuance or Bid Opening/Bid Award, whichever is applicable, the Assistant Deputy Director (ADD) Environmental designee shall verify that the requirements for Archaeological Monitoring and Native American monitoring have been noted on the applicable construction documents through the plan check process.

B. Letters of Qualification have been submitted to ADD

1. Prior to Bid Award, the applicant shall submit a letter of verification to Mitigation Monitoring Coordination (MMC) identifying the Principal Investigator (PI) for the project and the names of all persons involved in the archaeological monitoring program, as defined in the City of San Diego Historical Resources Guidelines (HRG). If applicable, individuals involved in the archaeological monitoring program must have completed the 40-hour HAZWOPER training with certification documentation.
2. MMC will provide a letter to the applicant confirming the qualifications of the PI and all persons involved in the archaeological monitoring of the project meet the qualifications established in the HRG.
3. Prior to the start of work, the applicant must obtain written approval from MMC for any personnel changes associated with the monitoring program.

II. Prior to Start of Construction

A. Verification of Records Search

1. The PI shall provide verification to MMC that a site specific records search (1/4 mile radius) has been completed. Verification includes, but is not limited to a copy of a confirmation letter from South Coastal Information Center, or, if the search was in-house, a letter of verification from the PI stating that the search was completed.
2. The letter shall introduce any pertinent information concerning expectations and probabilities of discovery during trenching and/or grading activities.
3. The PI may submit a detailed letter to MMC requesting a reduction to the 1/4 mile radius.

B. PI Shall Attend Precon Meetings

1. Prior to beginning any work that requires monitoring; the Applicant shall arrange a Precon Meeting that shall include the PI, Native American consultant/monitor (where Native American resources may be impacted), Construction Manager (CM) and/or Grading Contractor, Resident Engineer (RE), Building Inspector (BI), if appropriate, and MMC. The qualified Archaeologist and Native American Monitor shall attend any grading/excavation related Precon Meetings to make comments and/or suggestions concerning the Archaeological Monitoring program with the Construction Manager and/or Grading Contractor.
 - a. If the PI is unable to attend the Precon Meeting, the Applicant shall schedule a focused Precon Meeting with MMC, the PI, RE, CM or BI, if appropriate, prior to the start of any work that requires monitoring.
2. Acknowledgement of Responsibility for Curation (CIP or Other Public Projects)
The applicant shall submit a letter to MMC acknowledging their responsibility for the cost of curation associated with all phases of the archaeological monitoring program.
3. Identify Areas to be Monitored
 - a. Prior to the start of any work that requires monitoring, the PI shall submit an Archaeological Monitoring Exhibit (AME) (with verification that the AME has been reviewed and approved by the Native American consultant/monitor when Native American resources may be impacted) based on the appropriate construction documents (reduced to 11x17) to MMC identifying the areas to be monitored including the delineation of grading/excavation limits.
 - b. The AME shall be based on the results of a site specific records search as well as information regarding the age of existing pipelines, laterals and associated appurtenances and/or any known soil conditions (native or formation).
 - c. MMC shall notify the PI that the AME has been approved.
4. When Monitoring Will Occur
 - a. Prior to the start of any work, the PI shall also submit a construction schedule to MMC through the RE indicating when and where monitoring will occur.
 - b. The PI may submit a detailed letter to MMC prior to the start of work or during construction requesting a modification to the monitoring program. This request shall be based on relevant information such as review of final construction documents which indicate conditions such as age of existing pipe to be replaced, depth of excavation and/or site graded to bedrock, etc., which may reduce or increase the potential for resources to be present.
5. Approval of AME and Construction Schedule
After approval of the AME by MMC, the PI shall submit to MMC written authorization of the AME and Construction Schedule from the CM.

III. During Construction

- A. Monitor Shall be Present During Grading/Excavation/Trenching
 1. The Archaeological Monitor shall be present full-time during all soil disturbing and grading/excavation/trenching activities which could result in impacts to archaeological resources as identified on the AME. The Construction Manager is responsible for notifying the RE, PI, and MMC of changes to any construction activities such as in the case of a potential safety concern within the area being

monitored. In certain circumstances OSHA safety requirements may necessitate modification of the AME.

2. The Native American consultant/monitor shall determine the extent of their presence during soil disturbing and grading/excavation/trenching activities based on the AME and provide that information to the PI and MMC. If prehistoric resources are encountered during the Native American consultant/monitor's absence, work shall stop and the Discovery Notification Process detailed in Section III.B-C and IV.A-D shall commence.
3. The PI may submit a detailed letter to MMC during construction requesting a modification to the monitoring program when a field condition such as modern disturbance post-dating the previous grading/trenching activities, presence of fossil formations, or when native soils are encountered that may reduce or increase the potential for resources to be present.
4. The archaeological and Native American consultant/monitor shall document field activity via the Consultant Site Visit Record (CSV). The CSV's shall be faxed by the CM to the RE the first day of monitoring, the last day of monitoring, monthly (**Notification of Monitoring Completion**), and in the case of ANY discoveries. The RE shall forward copies to MMC.

B. Discovery Notification Process

1. In the event of a discovery, the Archaeological Monitor shall direct the contractor to temporarily divert all soil disturbing activities, including but not limited to digging, trenching, excavating or grading activities in the area of discovery and in the area reasonably suspected to overlay adjacent resources and immediately notify the RE or BI, as appropriate.
2. The Monitor shall immediately notify the PI (unless Monitor is the PI) of the discovery.
3. The PI shall immediately notify MMC by phone of the discovery, and shall also submit written documentation to MMC within 24 hours by fax or email with photos of the resource in context, if possible.
4. No soil shall be exported off-site until a determination can be made regarding the significance of the resource specifically if Native American resources are encountered.

C. Determination of Significance

1. The PI and Native American consultant/monitor, where Native American resources are discovered shall evaluate the significance of the resource. If Human Remains are involved, follow protocol in Section IV below.
 - a. The PI shall immediately notify MMC by phone to discuss significance determination and shall also submit a letter to MMC indicating whether additional mitigation is required.
 - b. If the resource is significant, the PI shall submit an Archaeological Data Recovery Program (ADRP) and obtain written approval of the program from MMC, CM and RE. ADRP and any mitigation must be approved by MMC, RE and/or CM before ground disturbing activities in the area of discovery will be allowed to resume.
Note: If a unique archaeological site is also an historical resource as defined in CEQA Section 15064.5, then the limits on the amount(s) that a project applicant may be required to pay to cover mitigation costs as indicated in CEQA Section 21083.2 shall not apply.

- (1). Note: For pipeline trenching and other linear projects in the public Right-of-Way, the PI shall implement the Discovery Process for Pipeline Trenching projects identified below under "D."
- c. If the resource is not significant, the PI shall submit a letter to MMC indicating that artifacts will be collected, curated, and documented in the Final Monitoring Report. The letter shall also indicate that no further work is required.
 - (1). Note: For Pipeline Trenching and other linear projects in the public Right-of-Way, if the deposit is limited in size, both in length and depth; the information value is limited and is not associated with any other resource; and there are no unique features/artifacts associated with the deposit, the discovery should be considered not significant.
 - (2). Note, for Pipeline Trenching and other linear projects in the public Right-of-Way, if significance cannot be determined, the Final Monitoring Report and Site Record (DPR Form 523A/B) shall identify the discovery as Potentially Significant:

D. Discovery Process for Significant Resources - Pipeline Trenching and other Linear Projects in the Public Right-of-Way

The following procedure constitutes adequate mitigation of a significant discovery encountered during pipeline trenching activities or for other linear project types within the Public Right-of-Way including but not limited to excavation for jacking pits, receiving pits, laterals, and manholes to reduce impacts to below a level of significance:

- 1. Procedures for documentation, curation and reporting
 - a. One hundred percent of the artifacts within the trench alignment and width shall be documented in-situ, to include photographic records, plan view of the trench and profiles of side walls, recovered, photographed after cleaning and analyzed and curated. The remainder of the deposit within the limits of excavation (trench walls) shall be left intact.
 - b. The PI shall prepare a Draft Monitoring Report and submit to MMC via the RE as indicated in Section VI-A.
 - c. The PI shall be responsible for recording (on the appropriate State of California Department of Park and Recreation forms-DPR 523 A/B) the resource(s) encountered during the Archaeological Monitoring Program in accordance with the City's Historical Resources Guidelines. The DPR forms shall be submitted to the South Coastal Information Center for either a Primary Record or SDI Number and included in the Final Monitoring Report.
 - d. The Final Monitoring Report shall include a recommendation for monitoring of any future work in the vicinity of the resource.

IV. Discovery of Human Remains

If human remains are discovered, work shall halt in that area and no soil shall be exported off-site until a determination can be made regarding the provenance of the human remains; and the following procedures as set forth in CEQA Section 15064.5(e), the California Public Resources Code (Sec. 5097.98) and State Health and Safety Code (Sec. 7050.5) shall be undertaken:

- A. Notification
 - 1. Archaeological Monitor shall notify the RE or BI as appropriate, MMC, and the PI, if the Monitor is not qualified as a PI. MMC will notify the appropriate Senior Planner

in the Environmental Analysis Section (EAS) of the Development Services Department to assist with the discovery notification process.

2. The PI shall notify the Medical Examiner after consultation with the RE, either in person or via telephone.
- B. Isolate discovery site
1. Work shall be directed away from the location of the discovery and any nearby area reasonably suspected to overlay adjacent human remains until a determination can be made by the Medical Examiner in consultation with the PI concerning the provenience of the remains.
 2. The Medical Examiner, in consultation with the PI, will determine the need for a field examination to determine the provenience.
 3. If a field examination is not warranted, the Medical Examiner will determine with input from the PI, if the remains are or are most likely to be of Native American origin.
- C. If Human Remains **ARE** determined to be Native American
1. The Medical Examiner will notify the Native American Heritage Commission (NAHC) within 24 hours. By law, **ONLY** the Medical Examiner can make this call.
 2. NAHC will immediately identify the person or persons determined to be the Most Likely Descendent (MLD) and provide contact information.
 3. The MLD will contact the PI within 24 hours or sooner after the Medical Examiner has completed coordination, to begin the consultation process in accordance with CEQA Section 15064.5(e), the California Public Resources and Health & Safety Codes.
 4. The MLD will have 48 hours to make recommendations to the property owner or representative, for the treatment or disposition with proper dignity, of the human remains and associated grave goods.
 5. Disposition of Native American Human Remains will be determined between the MLD and the PI, and, if:
 - a. The NAHC is unable to identify the MLD, OR the MLD failed to make a recommendation within 48 hours after being notified by the Commission, OR;
 - b. The landowner or authorized representative rejects the recommendation of the MLD and mediation in accordance with PRC 5097.94 (k) by the NAHC fails to provide measures acceptable to the landowner, THEN
 - c. To protect these sites, the landowner shall do one or more of the following:
 - (1) Record the site with the NAHC;
 - (2) Record an open space or conservation easement; or
 - (3) Record a document with the County.
 - d. Upon the discovery of multiple Native American human remains during a ground disturbing land development activity, the landowner may agree that additional conferral with descendants is necessary to consider culturally appropriate treatment of multiple Native American human remains. Culturally appropriate treatment of such a discovery may be ascertained from review of the site utilizing cultural and archaeological standards. Where the parties are unable to agree on the appropriate treatment measures the human remains and items associated and buried with Native American human remains shall be reinterred with appropriate dignity, pursuant to Section 5.c., above.
- D. If Human Remains are **NOT** Native American

1. The PI shall contact the Medical Examiner and notify them of the historic era context of the burial.
2. The Medical Examiner will determine the appropriate course of action with the PI and City staff (PRC 5097.98).
3. If the remains are of historic origin, they shall be appropriately removed and conveyed to the San Diego Museum of Man for analysis. The decision for internment of the human remains shall be made in consultation with MMC, EAS, the applicant/landowner, any known descendant group, and the San Diego Museum of Man.

V. Night and/or Weekend Work

A. If night and/or weekend work is included in the contract

1. When night and/or weekend work is included in the contract package, the extent and timing shall be presented and discussed at the precon meeting.
2. The following procedures shall be followed.

a. No Discoveries

In the event that no discoveries were encountered during night and/or weekend work, the PI shall record the information on the CSVr and submit to MMC via fax by 8AM of the next business day.

b. Discoveries

All discoveries shall be processed and documented using the existing procedures detailed in Sections III - During Construction, and IV - Discovery of Human Remains. Discovery of human remains shall always be treated as a significant discovery.

c. Potentially Significant Discoveries

If the PI determines that a potentially significant discovery has been made, the procedures detailed under Section III - During Construction and IV-Discovery of Human Remains shall be followed.

d. The PI shall immediately contact the RE and MMC, or by 8AM of the next business day to report and discuss the findings as indicated in Section III-B, unless other specific arrangements have been made.

B. If night and/or weekend work becomes necessary during the course of construction

1. The Construction Manager shall notify the RE, or BI, as appropriate, a minimum of 24 hours before the work is to begin.
2. The RE, or BI, as appropriate, shall notify MMC immediately.

C. All other procedures described above shall apply, as appropriate.

VI. Post Construction

A. Submittal of Draft Monitoring Report

1. The PI shall submit two copies of the Draft Monitoring Report (even if negative), prepared in accordance with the Historical Resources Guidelines (Appendix C/D) which describes the results, analysis, and conclusions of all phases of the Archaeological Monitoring Program (with appropriate graphics) to MMC via the RE for review and approval within 90 days following the completion of monitoring. It should be noted that if the PI is unable to submit the Draft Monitoring Report within the allotted 90-day timeframe as a result of delays with analysis, special study results or other complex issues, a schedule shall be submitted to MMC establishing agreed

due dates and the provision for submittal of monthly status reports until this measure can be met.

- a. For significant archaeological resources encountered during monitoring, the Archaeological Data Recovery Program or Pipeline Trenching Discovery Process shall be included in the Draft Monitoring Report.
 - b. Recording Sites with State of California Department of Parks and Recreation
The PI shall be responsible for recording (on the appropriate State of California Department of Park and Recreation forms-DPR 523 A/B) any significant or potentially significant resources encountered during the Archaeological Monitoring Program in accordance with the City's Historical Resources Guidelines, and submittal of such forms to the South Coastal Information Center with the Final Monitoring Report.
2. MMC shall return the Draft Monitoring Report to the PI via the RE for revision or, for preparation of the Final Report.
 3. The PI shall submit revised Draft Monitoring Report to MMC via the RE for approval.
 4. MMC shall provide written verification to the PI of the approved report.
 5. MMC shall notify the RE or BI, as appropriate, of receipt of all Draft Monitoring Report submittals and approvals.
- B. Handling of Artifacts
1. The PI shall be responsible for ensuring that all cultural remains collected are cleaned and catalogued
 2. The PI shall be responsible for ensuring that all artifacts are analyzed to identify function and chronology as they relate to the history of the area; that faunal material is identified as to species; and that specialty studies are completed, as appropriate.
- C. Curation of artifacts: Accession Agreement and Acceptance Verification
1. The PI shall be responsible for ensuring that all artifacts associated with the survey, testing and/or data recovery for this project are permanently curated with an appropriate institution. This shall be completed in consultation with MMC and the Native American representative, as applicable.
 2. When applicable to the situation, the PI shall include written verification from the Native American consultant/monitor indicating that Native American resources were treated in accordance with state law and/or applicable agreements. If the resources were reinterred, verification shall be provided to show what protective measures were taken to ensure no further disturbance occurs in accordance with Section IV – Discovery of Human Remains, Subsection C.
 3. The PI shall submit the Accession Agreement and catalogue record(s) to the RE or BI, as appropriate for donor signature with a copy submitted to MMC.
 4. The RE or BI, as appropriate shall obtain signature on the Accession Agreement and shall return to PI with copy submitted to MMC.
 5. The PI shall include the Acceptance Verification from the curation institution in the Final Monitoring Report submitted to the RE or BI and MMC.
- D. Final Monitoring Report(s)
1. The PI shall submit one copy of the approved Final Monitoring Report to the RE or BI as appropriate, and one copy to MMC (even if negative), within 90 days after notification from MMC of the approved report.

2. The RE shall, in no case, issue the Notice of Completion until receiving a copy of the approved Final Monitoring Report from MMC which includes the Acceptance Verification from the curation institution.

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Paleontological Resources

I. Prior to Permit Issuance or Bid Opening/Bid Award

A. Entitlements Plan Check

1. Prior to permit issuance or Bid Opening/Bid Award, whichever is applicable, the Assistant Deputy Director (ADD) Environmental designee shall verify that the requirements for Paleontological Monitoring have been noted on the appropriate construction documents.

B. Letters of Qualification have been submitted to ADD

1. Prior to Bid Award, the applicant shall submit a letter of verification to Mitigation Monitoring Coordination (MMC) identifying the Principal Investigator (PI) for the project and the names of all persons involved in the paleontological monitoring program, as defined in the City of San Diego Paleontology Guidelines.
2. MMC will provide a letter to the applicant confirming the qualifications of the PI and all persons involved in the paleontological monitoring of the project.
3. Prior to the start of work, the applicant shall obtain approval from MMC for any personnel changes associated with the monitoring program.

II. Prior to Start of Construction

A. Verification of Records Search

1. The PI shall provide verification to MMC that a site specific records search has been completed. Verification includes, but is not limited to a copy of a confirmation letter from San Diego Natural History Museum, other institution or, if the search was in-house, a letter of verification from the PI stating that the search was completed.
2. The letter shall introduce any pertinent information concerning expectations and probabilities of discovery during trenching and/or grading activities.

B. PI Shall Attend Precon Meetings

1. Prior to beginning any work that requires monitoring, the Applicant shall arrange a Precon Meeting that shall include the PI, Construction Manager (CM) and/or Grading Contractor, Resident Engineer (RE), Building Inspector (BI), if appropriate, and MMC. The qualified paleontologist shall attend any grading/excavation related Precon Meetings to make comments and/or suggestions concerning the Paleontological Monitoring program with the Construction Manager and/or Grading Contractor.
 - a. If the PI is unable to attend the Precon Meeting, the Applicant shall schedule a focused Precon Meeting with MMC, the PI, RE, CM or BI, if appropriate, prior to the start of any work that requires monitoring.
2. Acknowledgement of Responsibility for Curation (CIP or Other Public Projects)

The applicant shall submit a letter to MMC acknowledging their responsibility for the cost of curation associated with all phases of the paleontological monitoring program.

3. Identify Areas to be Monitored

- a. Prior to the start of any work that requires monitoring, the PI shall submit a Paleontological Monitoring Exhibit (PME) based on the appropriate construction documents (reduced to 11x17) to MMC for approval identifying the areas to be monitored including the delineation of grading/excavation limits. Monitoring shall begin at depths below 10 feet from existing grade or as determined by the PI in consultation with MMC. The determination shall be based on site specific records search data which supports monitoring at depths less than ten feet.
- b. The PME shall be based on the results of a site specific records search as well as information regarding existing known soil conditions (native or formation).
- c. MMC shall notify the PI that the PME has been approved.

4. When Monitoring Will Occur

- a. Prior to the start of any work, the PI shall also submit a construction schedule to MMC through the RE indicating when and where monitoring will occur.
- b. The PI may submit a detailed letter to MMC prior to the start of work or during construction requesting a modification to the monitoring program. This request shall be based on relevant information such as review of final construction documents which indicate conditions such as depth of excavation and/or site graded to bedrock, presence or absence of fossil resources, etc., which may reduce or increase the potential for resources to be present.

5. Approval of PME and Construction Schedule

After approval of the PME by MMC, the PI shall submit to MMC written authorization of the PME and Construction Schedule from the CM.

III. During Construction

A. Monitor Shall be Present During Grading/Excavation/Trenching

1. The monitor shall be present full-time during grading/excavation/trenching activities including, but not limited to mainline, laterals, jacking and receiving pits, services and all other appurtenances associated with underground utilities as identified on the PME that could result in impacts to formations with high and/or moderate resource sensitivity. The Construction Manager is responsible for notifying the RE, PI, and MMC of changes to any construction activities such as in the case of a potential safety concern within the area being monitored. In certain circumstances OSHA safety requirements may necessitate modification of the PME.
2. The PI may submit a detailed letter to MMC during construction requesting a modification to the monitoring program when a field condition such as trenching activities that do not encounter formational soils as previously assumed, and/or when unique/unusual fossils are encountered, which may reduce or increase the potential for resources to be present.
3. The monitor shall document field activity via the Consultant Site Visit Record (CSV). The CSV's shall be faxed by the CM to the RE the first day of monitoring, the last day of monitoring, monthly (Notification of Monitoring Completion), and in the case of ANY discoveries. The RE shall forward copies to MMC.

B. Discovery Notification Process

1. In the event of a discovery, the Paleontological Monitor shall direct the contractor to temporarily divert trenching activities in the area of discovery and immediately notify the RE or BI, as appropriate.
 2. The Monitor shall immediately notify the PI (unless Monitor is the PI) of the discovery.
 3. The PI shall immediately notify MMC by phone of the discovery, and shall also submit written documentation to MMC within 24 hours by fax or email with photos of the resource in context, if possible.
- C. Determination of Significance
1. The PI shall evaluate the significance of the resource.
 - a. The PI shall immediately notify MMC by phone to discuss significance determination and shall also submit a letter to MMC indicating whether additional mitigation is required. The determination of significance for fossil discoveries shall be at the discretion of the PI.
 - b. If the resource is significant, the PI shall submit a Paleontological Recovery Program (PRP) and obtain written approval of the program from MMC, MC and/or RE. PRP and any mitigation must be approved by MMC, RE and/or CM before ground disturbing activities in the area of discovery will be allowed to resume.
 - (1). Note: For pipeline trenching projects only, the PI shall implement the Discovery Process for Pipeline Trenching projects identified below under "D."
 - c. If resource is not significant (e.g., small pieces of broken common shell fragments or other scattered common fossils) the PI shall notify the RE, or BI as appropriate, that a non-significant discovery has been made. The Paleontologist shall continue to monitor the area without notification to MMC unless a significant resource is encountered.
 - d. The PI shall submit a letter to MMC indicating that fossil resources will be collected, curated, and documented in the Final Monitoring Report. The letter shall also indicate that no further work is required.
 - (1). Note: For Pipeline Trenching Projects Only. If the fossil discovery is limited in size, both in length and depth; the information value is limited and there are no unique fossil features associated with the discovery area, then the discovery should be considered not significant.
 - (2). Note, for Pipeline Trenching Projects Only: If significance cannot be determined, the Final Monitoring Report and Site Record shall identify the discovery as Potentially Significant.
- D. Discovery Process for Significant Resources - Pipeline Trenching Projects
- The following procedure constitutes adequate mitigation of a significant discovery encountered during pipeline trenching activities including but not limited to excavation for jacking pits, receiving pits, laterals, and manholes to reduce impacts to below a level of significance.
1. Procedures for documentation, curation and reporting
 - a. One hundred percent of the fossil resources within the trench alignment and width shall be documented in-situ photographically, drawn in plan view (trench and profiles of side walls), recovered from the trench and photographed after cleaning, then analyzed and curated consistent with Society of Invertebrate

Paleontology Standards. The remainder of the deposit within the limits of excavation (trench walls) shall be left intact and so documented.

- b. The PI shall prepare a Draft Monitoring Report and submit to MMC via the RE as indicated in Section VI-A.
- c. The PI shall be responsible for recording (on the appropriate forms for the San Diego Natural History Museum) the resource(s) encountered during the Paleontological Monitoring Program in accordance with the City's Paleontological Guidelines. The forms shall be submitted to the San Diego Natural History Museum and included in the Final Monitoring Report.
- d. The Final Monitoring Report shall include a recommendation for monitoring of any future work in the vicinity of the resource.

IV. Night and/or Weekend Work

- A. If night and/or weekend work is included in the contract
 1. When night and/or weekend work is included in the contract package, the extent and timing shall be presented and discussed at the precon meeting.
 2. The following procedures shall be followed.
 - a. No Discoveries
In the event that no discoveries were encountered during night and/or weekend work, The PI shall record the information on the CSVr and submit to MMC via the RE via fax by 8AM on the next business day.
 - b. Discoveries
All discoveries shall be processed and documented using the existing procedures detailed in Sections III - During Construction.
 - c. Potentially Significant Discoveries
If the PI determines that a potentially significant discovery has been made, the procedures detailed under Section III - During Construction shall be followed.
 - d. The PI shall immediately contact the RE and MMC, or by 8AM on the next business day to report and discuss the findings as indicated in Section III-B, unless other specific arrangements have been made.
- B. If night and/or weekend work becomes necessary during the course of construction
 1. The Construction Manager shall notify the RE, or BI, as appropriate, a minimum of 24 hours before the work is to begin.
 2. The RE, or BI, as appropriate, shall notify MMC immediately.
- C. All other procedures described above shall apply, as appropriate.

V. Post Construction

- A. Preparation and Submittal of Draft Monitoring Report
 1. The PI shall submit two copies of the Draft Monitoring Report (even if negative), prepared in accordance with the Paleontological Guidelines which describes the results, analysis, and conclusions of all phases of the Paleontological Monitoring Program (with appropriate graphics) to MMC via the RE for review and approval within 90 days following the completion of monitoring.
 - a. For significant paleontological resources encountered during monitoring, the Paleontological Recovery Program or Pipeline Trenching Discovery Process shall be included in the Draft Monitoring Report.
 - b. Recording Sites with the San Diego Natural History Museum

The PI shall be responsible for recording (on the appropriate forms) any significant or potentially significant fossil resources encountered during the Paleontological Monitoring Program in accordance with the City's Paleontological Guidelines, and submittal of such forms to the San Diego Natural History Museum with the Final Monitoring Report.

2. MMC shall return the Draft Monitoring Report to the PI via the RE for revision or, for preparation of the Final Report.
 3. The PI shall submit revised Draft Monitoring Report to MMC via the RE for approval.
 4. MMC shall provide written verification to the PI of the approved report.
 5. MMC shall notify the RE or BI, as appropriate, of receipt of all Draft Monitoring Report submittals and approvals.
- B. Handling of Fossil Remains
1. The PI shall be responsible for ensuring that all fossil remains collected are cleaned and catalogued.
- C. Curation of artifacts: Deed of Gift and Acceptance Verification
1. The PI shall be responsible for ensuring that all fossil remains associated with the monitoring for this project are permanently curated with an appropriate institution.
 2. The PI shall submit the Deed of Gift and catalogue record(s) to the RE or BI, as appropriate for donor signature with a copy submitted to MMC.
 3. The RE or BI, as appropriate shall obtain signature on the Deed of Gift and shall return to PI with copy submitted to MMC.
 4. The PI shall include the Acceptance Verification from the curation institution in the Final Monitoring Report submitted to the RE or BI and MMC.
- D. Final Monitoring Report(s)
1. The PI shall submit two copies of the Final Monitoring Report to MMC (even if negative), within 90 days after notification from MMC of the approved report.
 2. The RE shall, in no case, issue the Notice of Completion until receiving a copy of the approved Final Monitoring Report from MMC which includes the Acceptance Verification from the curation institution.

Land Use [Multiple Species Conservation Program (MSCP) For Projects within 100 feet of the MHPA]

- I. Prior to issuance of any construction permit or notice to proceed, DSD/ LDR, and/or MSCP staff shall verify the Applicant has accurately represented the project's design in or on the Construction Documents (CD's/CD's consist of Construction Plan Sets for Private Projects and Contract Specifications for Public Projects) are in conformance with the associated discretionary permit conditions and Exhibit "A", and also the City's Multi-Species Conservation Program (MSCP) Multi-Habitat Planning Area (MHPA) Land Use Adjacency Guidelines. The applicant shall provide an implementing plan and include references on/in CD's of the following:
1. Grading/Land Development/MHPA Boundaries - MHPA boundaries on-site and adjacent properties shall be delineated on the CDs. DSD Planning and/or MSCP staff shall ensure that all grading is included within the development footprint, specifically manufactured slopes, disturbance, and development within or adjacent to the

MHPA. For projects within or adjacent to the MHPA, all manufactured slopes associated with site development shall be included within the development footprint.

2. Drainage - All new and proposed parking lots and developed areas in and adjacent to the MHPA shall be designed so they do not drain directly into the MHPA. All developed and paved areas must prevent the release of toxins, chemicals, petroleum products, exotic plant materials prior to release by incorporating the use of filtration devices, planted swales and/or planted detention/ desiltation basins, or other approved permanent methods that are designed to minimize negative impacts, such as excessive water and toxins into the ecosystems of the MHPA.
3. Toxics/Project Staging Areas/Equipment Storage - Projects that use chemicals or generate by-products such as pesticides, herbicides, and animal waste, and other substances that are potentially toxic or impactful to native habitats/flora/fauna (including water) shall incorporate measures to reduce impacts caused by the application and/or drainage of such materials into the MHPA. No trash, oil, parking, or other construction/development-related material/activities shall be allowed outside any approved construction limits. Where applicable, this requirement shall be incorporated into leases on publicly-owned property when applications for renewal occur. Provide a note in/on the CD's that states: "All construction related activity that may have potential for leakage or intrusion shall be monitored by the Qualified Biologist/Owners Representative or Resident Engineer to ensure there is no impact to the MHPA."
4. Lighting - Lighting within or adjacent to the MHPA shall be directed away/shielded from the MHPA and be subject to City Outdoor Lighting Regulations per LDC Section 142.0740.
5. Barriers - New development within or adjacent to the MHPA shall be required to provide barriers (e.g., non-invasive vegetation; rocks/boulders; 6-foot high, vinyl-coated chain link or equivalent fences/walls; and/or signage) along the MHPA boundaries to direct public access to appropriate locations, reduce domestic animal predation, protect wildlife in the preserve, and provide adequate noise reduction where needed.
6. Invasives- No invasive non-native plant species shall be introduced into areas within or adjacent to the MHPA.
7. Noise - Due to the site's location adjacent to or within the MHPA where the Qualified Biologist has identified potential nesting habitat for listed avian species, construction noise that exceeds the maximum levels allowed shall be avoided during the breeding seasons for the following: California Gnatcatcher(3/1-8/15). If construction is proposed during the breeding season for the species, U.S. Fish and Wildlife Service protocol surveys shall be required in order to determine species presence/absence. If protocol surveys are not conducted in suitable habitat during

the breeding season for the aforementioned listed species, presence shall be assumed with implementation of noise attenuation and biological monitoring.

When applicable (i.e., habitat is occupied or if presence of the covered species is assumed), adequate noise reduction measures shall be incorporated as follows:

COASTAL CALIFORNIA GNATCATCHER (Federally Threatened)

1. Prior to the preconstruction meeting, the City Manager (or appointed designee) shall verify that the Multi-Habitat Planning Area (MHPA) boundaries and the following project requirements regarding the coastal California gnatcatcher are shown on the construction plans:

NO CLEARING, GRUBBING, GRADING, OR OTHER CONSTRUCTION ACTIVITIES SHALL OCCUR BETWEEN MARCH 1 AND AUGUST 15, THE BREEDING SEASON OF THE COASTAL CALIFORNIA GNATCATCHER, UNTIL THE FOLLOWING REQUIREMENTS HAVE BEEN MET TO THE SATISFACTION OF THE CITY MANAGER:

A. A QUALIFIED BIOLOGIST (POSSESSING A VALID ENDANGERED SPECIES ACT SECTION 10(a)(1)(A) RECOVERY PERMIT) SHALL SURVEY THOSE HABITAT AREAS WITHIN THE MHPA THAT WOULD BE SUBJECT TO CONSTRUCTION NOISE LEVELS EXCEEDING 60 DECIBELS [dB(A)] HOURLY AVERAGE FOR THE PRESENCE OF THE COASTAL CALIFORNIA GNATCATCHER. SURVEYS FOR THE COASTAL CALIFORNIA GNATCATCHER SHALL BE CONDUCTED PURSUANT TO THE PROTOCOL SURVEY GUIDELINES ESTABLISHED BY THE U.S. FISH AND WILDLIFE SERVICE WITHIN THE BREEDING SEASON PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION. IF GNATCATCHERS ARE PRESENT, THEN THE FOLLOWING CONDITIONS MUST BE MET:

- I. BETWEEN MARCH 1 AND AUGUST 15, NO CLEARING, GRUBBING, OR GRADING OF OCCUPIED GNATCATCHER HABITAT SHALL BE PERMITTED. AREAS RESTRICTED FROM SUCH ACTIVITIES SHALL BE STAKED OR FENCED UNDER THE SUPERVISION OF A QUALIFIED BIOLOGIST; AND
- II. BETWEEN MARCH 1 AND AUGUST 15, NO CONSTRUCTION ACTIVITIES SHALL OCCUR WITHIN ANY PORTION OF THE SITE WHERE CONSTRUCTION ACTIVITIES WOULD RESULT IN NOISE LEVELS EXCEEDING 60 dB (A) HOURLY AVERAGE AT THE EDGE OF OCCUPIED GNATCATCHER HABITAT. AN ANALYSIS SHOWING THAT NOISE GENERATED BY CONSTRUCTION ACTIVITIES WOULD NOT EXCEED 60 dB (A) HOURLY AVERAGE AT THE EDGE OF OCCUPIED HABITAT MUST BE COMPLETED BY A QUALIFIED ACOUSTICIAN (POSSESSING CURRENT NOISE ENGINEER LICENSE OR REGISTRATION WITH MONITORING NOISE LEVEL EXPERIENCE WITH LISTED ANIMAL SPECIES) AND APPROVED BY THE CITY MANAGER AT LEAST TWO WEEKS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES. PRIOR TO THE COMMENCEMENT OF

CONSTRUCTION ACTIVITIES DURING THE BREEDING SEASON, AREAS RESTRICTED FROM SUCH ACTIVITIES SHALL BE STAKED OR FENCED UNDER THE SUPERVISION OF A QUALIFIED BIOLOGIST; OR

- III. AT LEAST TWO WEEKS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES, UNDER THE DIRECTION OF A QUALIFIED ACOUSTICIAN, NOISE ATTENUATION MEASURES (e.g., BERMS, WALLS) SHALL BE IMPLEMENTED TO ENSURE THAT NOISE LEVELS RESULTING FROM CONSTRUCTION ACTIVITIES WILL NOT EXCEED 60 dB(A) HOURLY AVERAGE AT THE EDGE OF HABITAT OCCUPIED BY THE COASTAL CALIFORNIA GNATCATCHER. CONCURRENT WITH THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES AND THE CONSTRUCTION OF NECESSARY NOISE ATTENUATION FACILITIES, NOISE MONITORING* SHALL BE CONDUCTED AT THE EDGE OF THE OCCUPIED HABITAT AREA TO ENSURE THAT NOISE LEVELS DO NOT EXCEED 60 dB (A) HOURLY AVERAGE. IF THE NOISE ATTENUATION TECHNIQUES IMPLEMENTED ARE DETERMINED TO BE INADEQUATE BY THE QUALIFIED ACOUSTICIAN OR BIOLOGIST, THEN THE ASSOCIATED CONSTRUCTION ACTIVITIES SHALL CEASE UNTIL SUCH TIME THAT ADEQUATE NOISE ATTENUATION IS ACHIEVED OR UNTIL THE END OF THE BREEDING SEASON (AUGUST 16).

* Construction noise monitoring shall continue to be monitored at least twice weekly on varying days, or more frequently depending on the construction activity, to verify that noise levels at the edge of occupied habitat are maintained below 60 dB (A) hourly average or to the ambient noise level if it already exceeds 60 dB (A) hourly average. If not, other measures shall be implemented in consultation with the biologist and the City Manager, as necessary, to reduce noise levels to below 60 dB(A) hourly average or to the ambient noise level if it already exceeds 60 dB(A) hourly average. Such measures may include, but are not limited to, limitations on the placement of construction equipment and the simultaneous use of equipment.

- B. IF COASTAL CALIFORNIA GNATCATCHERS ARE NOT DETECTED DURING THE PROTOCOL SURVEY, THE QUALIFIED BIOLOGIST SHALL SUBMIT SUBSTANTIAL EVIDENCE TO THE CITY MANAGER AND APPLICABLE RESOURCE AGENCIES WHICH DEMONSTRATES WHETHER OR NOT MITIGATION MEASURES SUCH AS NOISE WALLS ARE NECESSARY BETWEEN MARCH 1 AND AUGUST 15 AS FOLLOWS:
- I. IF THIS EVIDENCE INDICATES THE POTENTIAL IS HIGH FOR COASTAL CALIFORNIA GNATCATCHER TO BE PRESENT BASED ON HISTORICAL RECORDS OR SITE CONDITIONS, THEN CONDITION A.III SHALL BE ADHERED TO AS SPECIFIED ABOVE.
- II. IF THIS EVIDENCE CONCLUDES THAT NO IMPACTS TO THIS SPECIES ARE ANTICIPATED, NO MITIGATION MEASURES WOULD BE NECESSARY.

II. Prior to Start of Construction

- A. Preconstruction Meeting

The Qualified Biologist/Owner's Representative shall incorporate all MHPA construction related requirements, into the project's Biological Monitoring Exhibit (BME). The Qualified Biologist/Owner's Representative is responsible to arrange and perform a focused pre-con with all contractors, subcontractors, and all workers involved in grading or other construction activities that discusses the sensitive nature of the adjacent sensitive biological resources.

III. During Construction.

The Qualified Biologist/Owner's Representative, shall verify that all construction related activities taking place adjacent to the to the MHPA are consistent with the CDs, the Representative shall monitor and assure that:

1. Grading/Land Development/MHPA Boundaries - MHPA boundaries on-site and adjacent properties shall be delineated on the CDs. DSD Planning and/or MSCP staff shall ensure that all grading is included within the development footprint, specifically manufactured slopes, disturbance, and development within or adjacent to the MHPA. For projects within or adjacent to the MHPA, all manufactured slopes associated with site development shall be included within the development footprint.
2. Drainage - All new and proposed parking lots and developed areas in and adjacent to the MHPA shall be designed so they do not drain directly into the MHPA. All developed and paved areas must prevent the release of toxins, chemicals, petroleum products, exotic plant materials prior to release by incorporating the use of filtration devices, planted swales and/or planted detention/ desiltation basins, or other approved permanent methods that are designed to minimize negative impacts, such as excessive water and toxins into the ecosystems of the MHPA.
3. Toxics/Project Staging Areas/Equipment Storage - Projects that use chemicals or generate by-products such as pesticides, herbicides, and animal waste, and other substances that are potentially toxic or impactful to native habitats/flora/fauna (including water) shall incorporate measures to reduce impacts caused by the application and/or drainage of such materials into the MHPA. No trash, oil, parking, or other construction/development-related material/activities shall be allowed outside any approved construction limits. Where applicable, this requirement shall be incorporated into leases on publicly-owned property when applications for renewal occur. Provide a note in/on the CD's that states: "All construction related activity that may have potential for leakage or intrusion shall be monitored by the Qualified Biologist/Owners Representative or Resident Engineer to ensure there is no impact to the MHPA."
4. Lighting - Lighting within or adjacent to the MHPA shall be directed away/shielded from the MHPA and be subject to City Outdoor Lighting Regulations per LDC Section 142.0740.

5. Barriers - New development within or adjacent to the MHPA shall be required to provide barriers (e.g., non-invasive vegetation; rocks/boulders; 6-foot high, vinyl-coated chain link or equivalent fences/walls; and/or signage) along the MHPA boundaries to direct public access to appropriate locations, reduce domestic animal predation, protect wildlife in the preserve, and provide adequate noise reduction where needed.
6. Invasives - No invasive non-native plant species shall be introduced into areas within or adjacent to the MHPA.
7. Noise - Due to the site's location adjacent to or within the MHPA where the Qualified Biologist has identified potential nesting habitat for listed avian species, construction noise that exceeds the maximum levels allowed shall be avoided during the breeding seasons for the following: California Gnatcatcher(3/1-8/15), If construction is proposed during the breeding season for the species, U.S. Fish and Wildlife Service protocol surveys shall be required in order to determine species presence/absence. If protocol surveys are not conducted in suitable habitat during the breeding season for the aforementioned listed species, presence shall be assumed with implementation of noise attenuation and biological monitoring.

IV. Post Construction

Preparation and Submittal of Monitoring Report. The Qualified Biologist/Owners Representative shall submit a final biological monitoring report to the RE/MMC within 30 days of the completion of construction that requires monitoring. The report shall incorporate the results of the MMRP/MSCP requirements per the construction documents and the BME to the satisfaction of the RE/MMC.

The above mitigation monitoring and reporting program will require additional fees and/or deposits to be collected prior to the issuance of building permits, certificates of occupancy and/or final maps to ensure the successful completion of the monitoring program.

Addendum Resolution Form for Any Decision Maker
Revised 03/09/2012 nmf

APPENDIX B
FIRE HYDRANT METER PROGRAM

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 1 OF 10	EFFECTIVE DATE October 15, 2002
	SUPERSEDES DI 55.27	DATED April 21, 2000

1. **PURPOSE**

1.1 To establish a Departmental policy and procedure for issuance, proper usage and charges for fire hydrant meters.

2. **AUTHORITY**

- 2.1 All authorities and references shall be current versions and revisions.
- 2.2 San Diego Municipal Code (NC) Chapter VI, Article 7, Sections 67.14 and 67.15
- 2.3 Code of Federal Regulations, Safe Drinking Water Act of 1986
- 2.4 California Code of Regulations, Titles 17 and 22
- 2.5 California State Penal Code, Section 498B.0
- 2.6 State of California Water Code, Section 110, 500-6, and 520-23
- 2.7 Water Department Director

Reference

- 2.8 State of California Guidance Manual for Cross Connection Programs
- 2.9 American Water Works Association Manual M-14, Recommended Practice for Backflow Prevention
- 2.10 American Water Works Association Standards for Water Meters
- 2.11 U.S.C. Foundation for Cross Connection Control and Hydraulic Research Manual

3. **DEFINITIONS**

3.1 **Fire Hydrant Meter:** A portable water meter which is connected to a fire hydrant for the purpose of temporary use. (These meters are sometimes referred to as Construction Meters.)

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- 3.2 **Temporary Water Use:** Water provided to the customer for no longer than twelve (12) months.
- 3.3 **Backflow Preventor:** A Reduced Pressure Principal Assembly connected to the outlet side of a Fire Hydrant Meter.

4. **POLICY**

- 4.1 The Water Department shall collect a deposit from every customer requiring a fire hydrant meter and appurtenances prior to providing the meter and appurtenances (see Section 7.1 regarding the Fees and Deposit Schedule). The deposit is refundable upon the termination of use and return of equipment and appurtenances in good working condition.
- 4.2 Fire hydrant meters will have a 2 ½" swivel connection between the meter and fire hydrant. The meter shall not be connected to the 4" port on the hydrant. All Fire Hydrant Meters issued shall have a Reduced Pressure Principle Assembly (RP) as part of the installation. Spanner wrenches are the only tool allowed to turn on water at the fire hydrant.
- 4.3 The use of private hydrant meters on City hydrants is prohibited, with exceptions as noted below. All private fire hydrant meters are to be phased out of the City of San Diego. All customers who wish to continue to use their own fire hydrant meters must adhere to the following conditions:
 - a. Meters shall meet all City specifications and American Water Works Association (AWWA) standards.
 - b. Customers currently using private fire hydrant meters in the City of San Diego water system will be allowed to continue using the meter under the following conditions:
 - 1. The customer must submit a current certificate of accuracy and calibration results for private meters and private backflows annually to the City of San Diego, Water Department, Meter Shop.

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2. The meter must be properly identifiable with a clearly labeled serial number on the body of the fire hydrant meter. The serial number shall be plainly stamped on the register lid and the main casing. Serial numbers shall be visible from the top of the meter casing and the numbers shall be stamped on the top of the inlet casing flange.
3. All meters shall be locked to the fire hydrant by the Water Department, Meter Section (see Section 4.7).
4. All meters shall be read by the Water Department, Meter Section (see Section 4.7).
5. All meters shall be relocated by the Water Department, Meter Section (see Section 4.7).
6. These meters shall be tested on the anniversary of the original test date and proof of testing will be submitted to the Water Department, Meter Shop, on a yearly basis. If not tested, the meter will not be allowed for use in the City of San Diego.
7. All private fire hydrant meters shall have backflow devices attached when installed.
8. The customer must maintain and repair their own private meters and private backflows.
9. The customer must provide current test and calibration results to the Water Department, Meter Shop after any repairs.
10. When private meters are damaged beyond repair, these private meters will be replaced by City owned fire hydrant meters.

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11. When a private meter malfunctions, the customer will be notified and the meter will be removed by the City and returned to the customer for repairs. Testing and calibration results shall be given to the City prior to any re-installation.
12. The register shall be hermetically sealed straight reading and shall be readable from the inlet side. Registration shall be in hundred cubic feet.
13. The outlet shall have a 2 ½ "National Standards Tested (NST) fire hydrant male coupling.
14. Private fire hydrant meters shall not be transferable from one contracting company to another (i.e. if a company goes out of business or is bought out by another company).

4.4 All fire hydrant meters and appurtenances shall be installed, relocated and removed by the City of San Diego, Water Department. All City owned fire hydrant meters and appurtenances shall be maintained by the City of San Diego, Water Department, Meter Services.

4.5 If any fire hydrant meter is used in violation of this Department Instruction, the violation will be reported to the Code Compliance Section for investigation and appropriate action. Any customer using a fire hydrant meter in violation of the requirements set forth above is subject to fines or penalties pursuant to the Municipal Code, Section 67.15 and Section 67.37.

4.6 Conditions and Processes for Issuance of a Fire Hydrant Meter

Process for Issuance

- a. Fire hydrant meters shall only be used for the following purposes:
 1. Temporary irrigation purposes not to exceed one year.

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2. Construction and maintenance related activities (see Tab 2).
- b. No customer inside or outside the boundaries of the City of San Diego Water Department shall resell any portion of the water delivered through a fire hydrant by the City of San Diego Water Department.
 - c. The City of San Diego allows for the issuance of a temporary fire hydrant meter for a period not to exceed 12 months (365 days). An extension can only be granted in writing from the Water Department Director for up to 90 additional days. A written request for an extension by the consumer must be submitted at least 30 days prior to the 12 month period ending. No extension shall be granted to any customer with a delinquent account with the Water Department. No further extensions shall be granted.
 - d. Any customer requesting the issuance of a fire hydrant meter shall file an application with the Meter Section. The customer must complete a "Fire Hydrant Meter Application" (Tab 1) which includes the name of the company, the party responsible for payment, Social Security number and/or California ID, requested location of the meter (a detailed map signifying an exact location), local contact person, local phone number, a contractor's license (or a business license), description of specific water use, duration of use at the site and full name and address of the person responsible for payment.
 - e. At the time of the application the customer will pay their fees according to the schedule set forth in the Rate Book of Fees and Charges, located in the City Clerk's Office. All fees must be paid by check, money order or cashiers check, made payable to the City Treasurer. Cash will not be accepted.
 - f. No fire hydrant meters shall be furnished or relocated for any customer with a delinquent account with the Water Department.
 - g. After the fees have been paid and an account has been created, the

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meter shall be installed within 48 hours (by the second business day). For an additional fee, at overtime rates, meters can be installed within 24 hours (within one business day).

4.7 Relocation of Existing Fire Hydrant Meters

- a. The customer shall call the Fire Hydrant Meter Hotline (herein referred to as "Hotline"), a minimum of 24 hours in advance, to request the relocation of a meter. A fee will be charged to the existing account, which must be current before a work order is generated for the meter's relocation.
- b. The customer will supply in writing the address where the meter is to be relocated (map page, cross street, etc). The customer must update the original Fire Hydrant Meter Application with any changes as it applies to the new location.
- c. Fire hydrant meters shall be read on a monthly basis. While fire hydrant meters and backflow devices are in service, commodity, base fee and damage charges, if applicable, will be billed to the customer on a monthly basis. If the account becomes delinquent, the meter will be removed.

4.8 Disconnection of Fire Hydrant Meter

- a. After ten (10) months a "Notice of Discontinuation of Service" (Tab 3) will be issued to the site and the address of record to notify the customer of the date of discontinuance of service. An extension can only be granted in writing from the Water Department Director for up to 90 additional days (as stated in Section 4.6C) and a copy of the extension shall be forwarded to the Meter Shop Supervisor. If an extension has not been approved, the meter will be removed after twelve (12) months of use.
- b. Upon completion of the project the customer will notify the Meter Services office via the Hotline to request the removal of the fire hydrant meter and appurtenances. A work order will be generated

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for removal of the meter.

- c. Meter Section staff will remove the meter and backflow prevention assembly and return it to the Meter Shop. Once returned to the Meter Shop the meter and backflow will be tested for accuracy and functionality.
- d. Meter Section Staff will contact and notify Customer Services of the final read and any charges resulting from damages to the meter and backflow or its appurtenance. These charges will be added on the customer's final bill and will be sent to the address of record. Any customer who has an outstanding balance will not receive additional meters.
- e. Outstanding balances due may be deducted from deposits and any balances refunded to the customer. Any outstanding balances will be turned over to the City Treasurer for collection. Outstanding balances may also be transferred to any other existing accounts.

5. **EXCEPTIONS**

- 5.1 Any request for exceptions to this policy shall be presented, in writing, to the Customer Support Deputy Director, or his/her designee for consideration.

6. **MOBILE METER**

- 6.1 Mobile meters will be allowed on a case by case basis. All mobile meters will be protected by an approved backflow assembly and the minimum requirement will be a Reduced Pressure Principal Assembly. The two types of Mobile Meters are vehicle mounted and floating meters. Each style of meters has separate guidelines that shall be followed for the customer to retain service and are described below:

- a) **Vehicle Mounted Meters:** Customer applies for and receives a City owned Fire Hydrant Meter from the Meter Shop. The customer mounts the meter on the vehicle and brings it to the Meter Shop for

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inspection. After installation is approved by the Meter Shop the vehicle and meter shall be brought to the Meter Shop on a monthly basis for meter reading and on a quarterly basis for testing of the backflow assembly. Meters mounted at the owner's expense shall have the one year contract expiration waived and shall have meter or backflow changed if either fails.

b) **Floating Meters:** Floating Meters are meters that are not mounted to a vehicle. **(Note: All floating meters shall have an approved backflow assembly attached.)** The customer shall submit an application and a letter explaining the need for a floating meter to the Meter Shop. The Fire Hydrant Meter Administrator, after a thorough review of the needs of the customer, (i.e. number of jobsites per day, City contract work, lack of mounting area on work vehicle, etc.), may issue a floating meter. At the time of issue, it will be necessary for the customer to complete and sign the "Floating Fire Hydrant Meter Agreement" which states the following:

- 1) The meter will be brought to the Meter Shop at 2797 Caminito Chollas, San Diego on the third week of each month for the monthly read by Meter Shop personnel.
- 2) Every other month the meter will be read and the backflow will be tested. This date will be determined by the start date of the agreement.

If any of the conditions stated above are not met the Meter Shop has the right to cancel the contract for floating meter use and close the account associated with the meter. The Meter Shop will also exercise the right to refuse the issuance of another floating meter to the company in question.

Any Fire Hydrant Meter using reclaimed water shall not be allowed use again with any potable water supply. The customer shall incur the cost of replacing the meter and backflow device in this instance.

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7. FEE AND DEPOSIT SCHEDULES

7.1 **Fees and Deposit Schedules:** The fees and deposits, as listed in the Rate Book of Fees and Charges, on file with the Office of the City Clerk, are based on actual reimbursement of costs of services performed, equipment and materials. These deposits and fees will be amended, as needed, based on actual costs. Deposits, will be refunded at the end of the use of the fire hydrant meter, upon return of equipment in good working condition and all outstanding balances on account are paid. Deposits can also be used to cover outstanding balances.

All fees for equipment, installation, testing, relocation and other costs related to this program are subject to change without prior notification. The Mayor and Council will be notified of any future changes.

8. UNAUTHORIZED USE OF WATER FROM A HYDRANT

- 8.1 Use of water from any fire hydrant without a properly issued and installed fire hydrant meter is theft of City property. Customers who use water for unauthorized purposes or without a City of San Diego issued meter will be prosecuted.
- 8.2 If any unauthorized connection, disconnection or relocation of a fire hydrant meter, or other connection device is made by anyone other than authorized Water Department personnel, the person making the connection will be prosecuted for a violation of San Diego Municipal Code, Section 67.15. In the case of a second offense, the customer's fire hydrant meter shall be confiscated and/or the deposit will be forfeited.
- 8.3 Unauthorized water use shall be billed to the responsible party. Water use charges shall be based on meter readings, or estimates when meter readings are not available.
- 8.4 In case of unauthorized water use, the customer shall be billed for all applicable charges as if proper authorization for the water use had been obtained, including but not limited to bi-monthly service charges, installation charges and removal charges.

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- 8.5 If damage occurs to Water Department property (i.e. fire hydrant meter, backflow, various appurtenances), the cost of repairs or replacements will be charged to the customer of record (applicant).

**Larry Gardner
Water Department Director**

- Tabs: 1. Fire Hydrant Meter Application
2. Construction & Maintenance Related Activities With No Return To Sewer
3. Notice of Discontinuation of Service

APPENDIX

Administering Division: Customer Support Division

Subject Index: Construction Meters
Fire Hydrant
Fire Hydrant Meter Program
Meters, Floating or Vehicle Mounted
Mobile Meter
Program, Fire Hydrant Meter

Distribution: DI Manual Holders



Application for Fire Hydrant Meter (EXHIBIT A)

(For Office Use Only)

NS REQ	FAC#
DATE	BY

METER SHOP (619) 527-7449

Meter Information

Application Date	Requested Install Date:
------------------	-------------------------

Fire Hydrant Location: (Attach Detailed Map//Thomas Bros. Map Location or Construction drawing.) Zip:	T.B.	G.B. (CITY USE)
Specific Use of Water:		
Any Return to Sewer or Storm Drain, if so, explain:		
Estimated Duration of Meter Use:		Check Box if Reclaimed Water

Company Information

Company Name:			
Mailing Address:			
City:	State:	Zip:	Phone: ()
*Business license#		*Contractor license#	
A Copy of the Contractor's license OR Business License is required at the time of meter issuance.			
Name and Title of Billing Agent: (PERSON IN ACCOUNTS PAYABLE)			Phone: ()
Site Contact Name and Title:			Phone: ()
Responsible Party Name:			Title:
Cal ID#			Phone: ()
Signature:		Date:	
Guarantees Payment of all Charges Resulting from the use of this Meter. Insures that employees of this Organization understand the proper use of Fire Hydrant Meter			

Fire Hydrant Meter Removal Request	Requested Removal Date:
Provide Current Meter Location if Different from Above:	
Signature:	Title: Date:
Phone: ()	Pager: ()

City Meter	Private Meter
Contract Acct #:	Deposit Amount: \$ 936.00 Fees Amount: \$ 62.00
Meter Serial #	Meter Size: 05 Meter Make and Style: 6-7
Backflow #	Backflow Size: Backflow Make and Style:
Name: Sewer Group 835	Signature: Date:

WATER USES WITHOUT ANTICIPATED CHARGES FOR RETURN TO SEWER

Auto Detailing
Backfilling
Combination Cleaners (Vactors)
Compaction
Concrete Cutters
Construction Trailers
Cross Connection Testing
Dust Control
Flushing Water Mains
Hydro Blasting
Hydro Seeing
Irrigation (for establishing irrigation only; not continuing irrigation)
Mixing Concrete
Mobile Car Washing
Special Events
Street Sweeping
Water Tanks
Water Trucks
Window Washing

Note:

1. If there is any return to sewer or storm drain, then sewer and/or storm drain fees will be charges.

Date

Name of Responsible Party
Company Name and Address
Account Number: _____

Subject: Discontinuation of Fire Hydrant Meter Service

Dear Water Department Customer:

The authorization for use of Fire Hydrant Meter # _____, located at *(Meter Location Address)* ends in 60 days and will be removed on or after *(Date Authorization Expires)*. Extension requests for an additional 90 days must be submitted in writing for consideration 30 days prior to the discontinuation date. If you require an extension, please contact the Water Department, or mail your request for an extension to:

City of San Diego
Water Department
Attention: Meter Services
2797 Caminito Chollas
San Diego, CA 92105-5097

Should you have any questions regarding this matter, please call the Fire Hydrant Hotline at (619) _____ - _____.

Sincerely,

Water Department

APPENDIX C

MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE

Materials Typically Accepted by Certificate of Compliance

1. Soil amendment
2. Fiber mulch
3. PVC or PE pipe up to 16 inch diameter
4. Stabilizing emulsion
5. Lime
6. Preformed elastomeric joint seal
7. Plain and fabric reinforced elastomeric bearing pads
8. Steel reinforced elastomeric bearing pads
9. Waterstops (Special Condition)
10. Epoxy coated bar reinforcement
11. Plain and reinforcing steel
12. Structural steel
13. Structural timber and lumber
14. Treated timber and lumber
15. Lumber and timber
16. Aluminum pipe and aluminum pipe arch
17. Corrugated steel pipe and corrugated steel pipe arch
18. Structural metal plate pipe arches and pipe arches
19. Perforated steel pipe
20. Aluminum underdrain pipe
21. Aluminum or steel entrance tapers, pipe downdrains, reducers, coupling bands and slip joints
22. Metal target plates
23. Paint (traffic striping)
24. Conductors
25. Painting of electrical equipment
26. Electrical components
27. Engineering fabric
28. Portland Cement
29. PCC admixtures
30. Minor concrete, asphalt
31. Asphalt (oil)
32. Liquid asphalt emulsion
33. Epoxy

APPENDIX D

SAMPLE CITY INVOICE

City of San Diego, Field Engineering Div., 9485 Aero Drive, SD CA 92123		Contractor's Name:	
Project Name:		Contractor's Address:	
Work Order No or Job Order No.			
City Purchase Order No.		Contractor's Phone #:	Invoice No.
Resident Engineer (RE):		Contractor's fax #:	Invoice Date:
RE Phone#:	Fax#:	Contact Name:	Billing Period: (to

Item #	Item Description	Contract Authorization				Previous Totals To Date		This Estimate		Totals to Date	
		Unit	Price	Qty	Extension	%/QTY	Amount	% / QTY	Amount	% / QTY	Amount
1					\$ -		\$ -		\$ -	0.00%	\$ -
2					\$ -		\$ -		\$ -	0.00%	\$ -
3					\$ -		\$ -		\$ -	0.00%	\$ -
4					\$ -		\$ -		\$ -	0.00%	\$ -
5					\$ -		\$ -		\$ -	0.00%	\$ -
6					\$ -		\$ -		\$ -	0.00%	\$ -
7					\$ -		\$ -		\$ -	0.00%	\$ -
8					\$ -		\$ -		\$ -	0.00%	\$ -
9					\$ -		\$ -		\$ -	0.00%	\$ -
10					\$ -		\$ -		\$ -	0.00%	\$ -
11					\$ -		\$ -		\$ -	0.00%	\$ -
12					\$ -		\$ -		\$ -	0.00%	\$ -
13					\$ -		\$ -		\$ -	0.00%	\$ -
14					\$ -		\$ -		\$ -	0.00%	\$ -
15					\$ -		\$ -		\$ -	0.00%	\$ -
16					\$ -		\$ -		\$ -	0.00%	\$ -
17	Field Orders				\$ -		\$ -		\$ -	0.00%	\$ -
18					\$ -		\$ -		\$ -	0.00%	\$ -
	CHANGE ORDER No.				\$ -		\$ -		\$ -	0.00%	\$ -
					\$ -		\$ -		\$ -	0.00%	\$ -
Total Authorized Amount (including approved Change Order)					\$ -		\$ -		\$ -	Total Billed	\$ -

SUMMARY

A. Original Contract Amount	\$ -
B. Approved Change Order #00 Thru #00	\$ -
C. Total Authorized Amount (A+B)	\$ -
D. Total Billed to Date	\$ -
E. Less Total Retention (5% of D)	\$ -
F. Less Total Previous Payments	\$ -
G. Payment Due Less Retention	\$0.00
H. Remaining Authorized Amount	\$0.00

**I certify that the materials
have been received by me in
the quality and quantity specified**

Resident Engineer

Construction Engineer

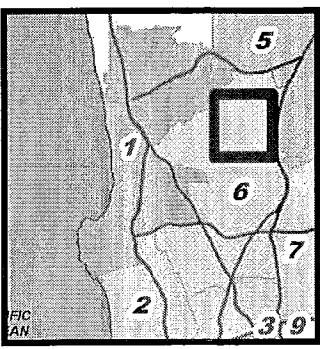
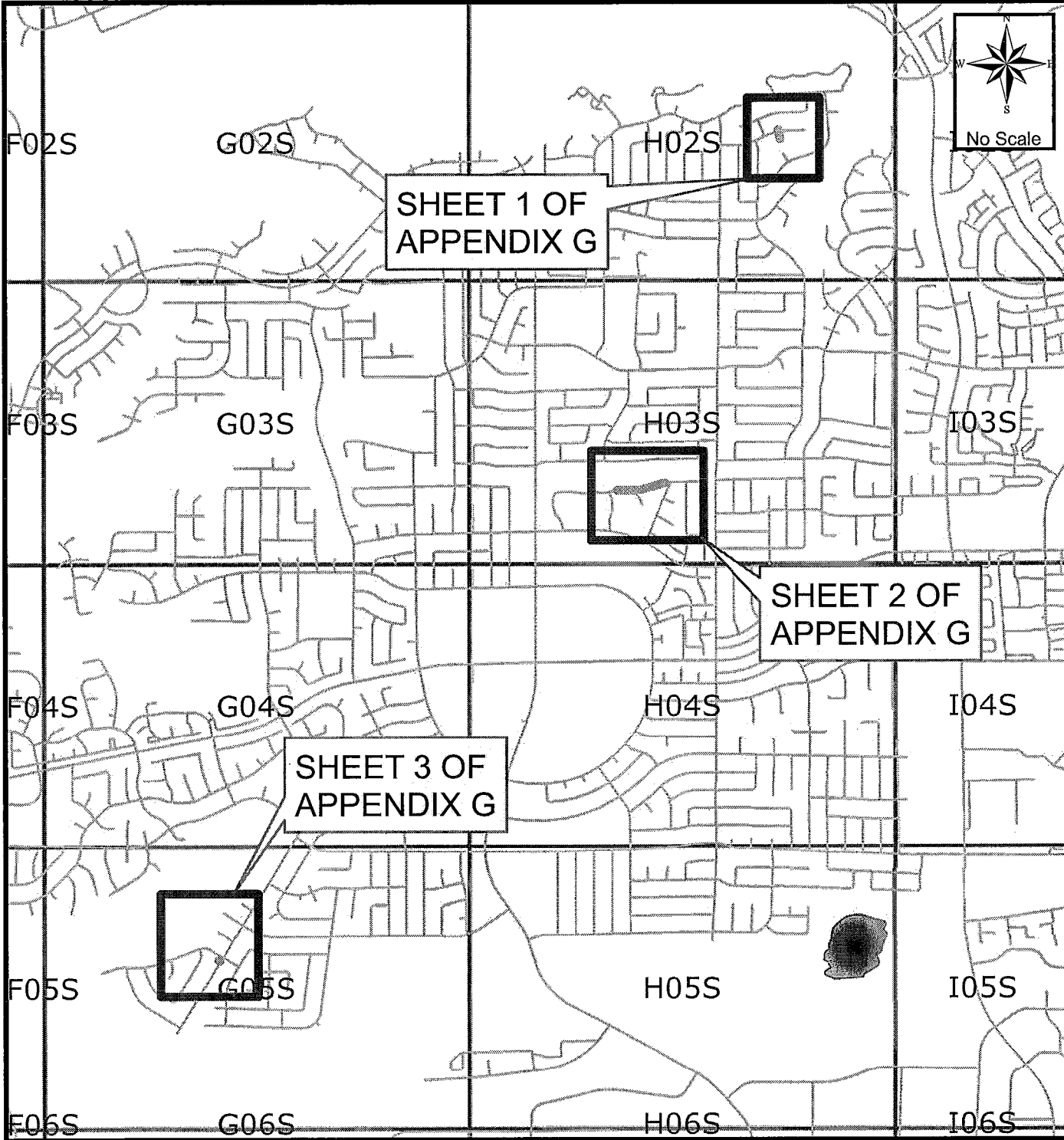
Retention and/or Escrow Payment Schedule

Total Retention Required as of this billing (Item E)	\$0.00
Previous Retention Withheld in PO or in Escrow	\$0.00
Add'l Amt to Withhold in PO/Transfer in Escrow:	\$0.00
Amt to Release to Contractor from PO/Escrow:	

Contractor Signature and Date: _____



APPENDIX E
LOCATION MAPS

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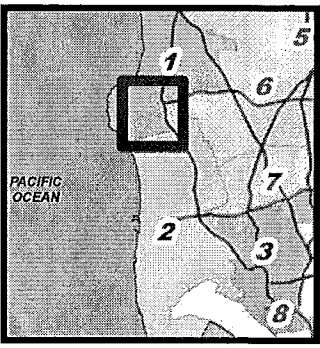
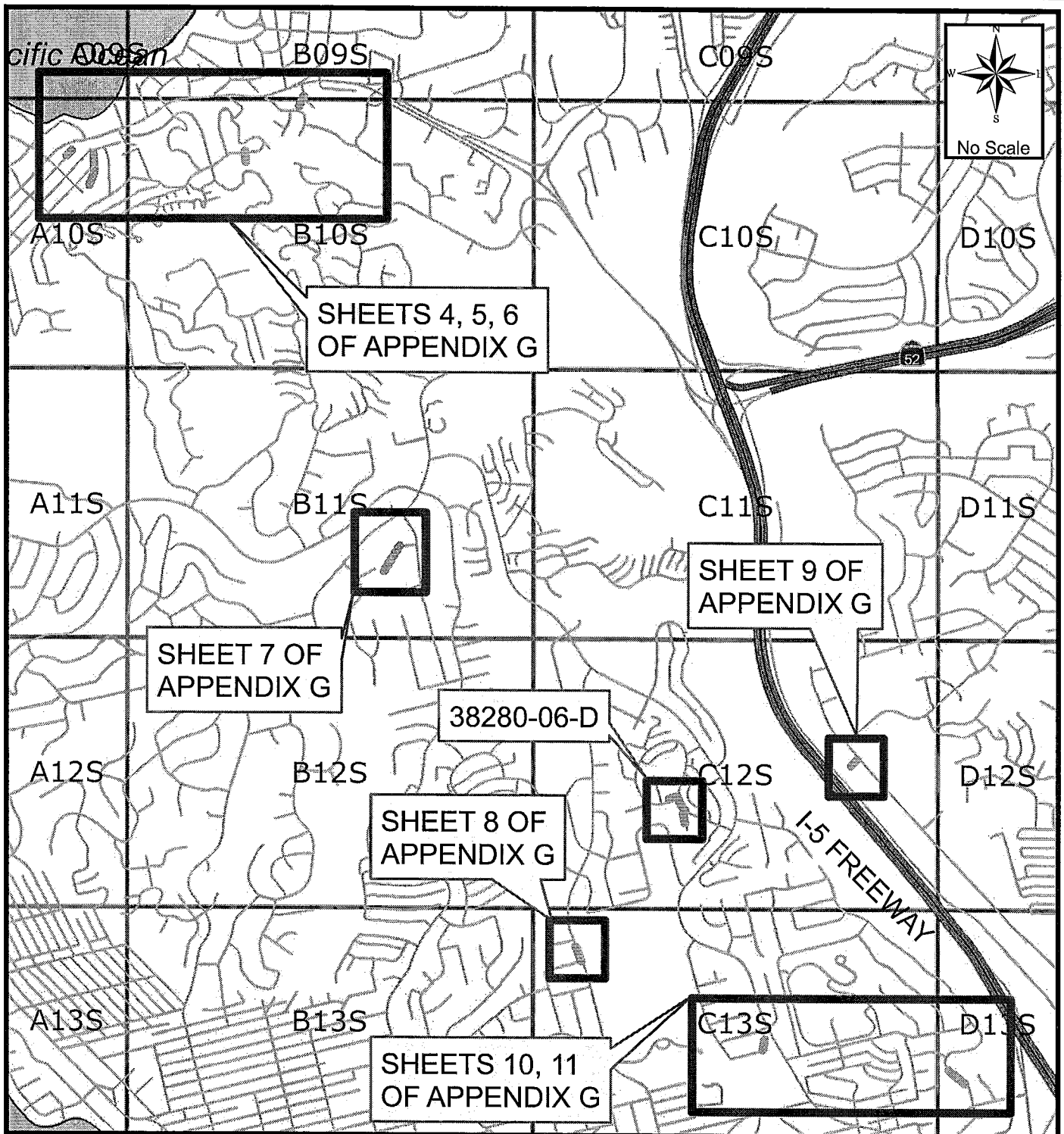
SEWER GROUP 835 KEYMAP A

WBS: B-13157

- Legend**
-  SEWER GROUP 835
 -  FIELDBOOK INDEX





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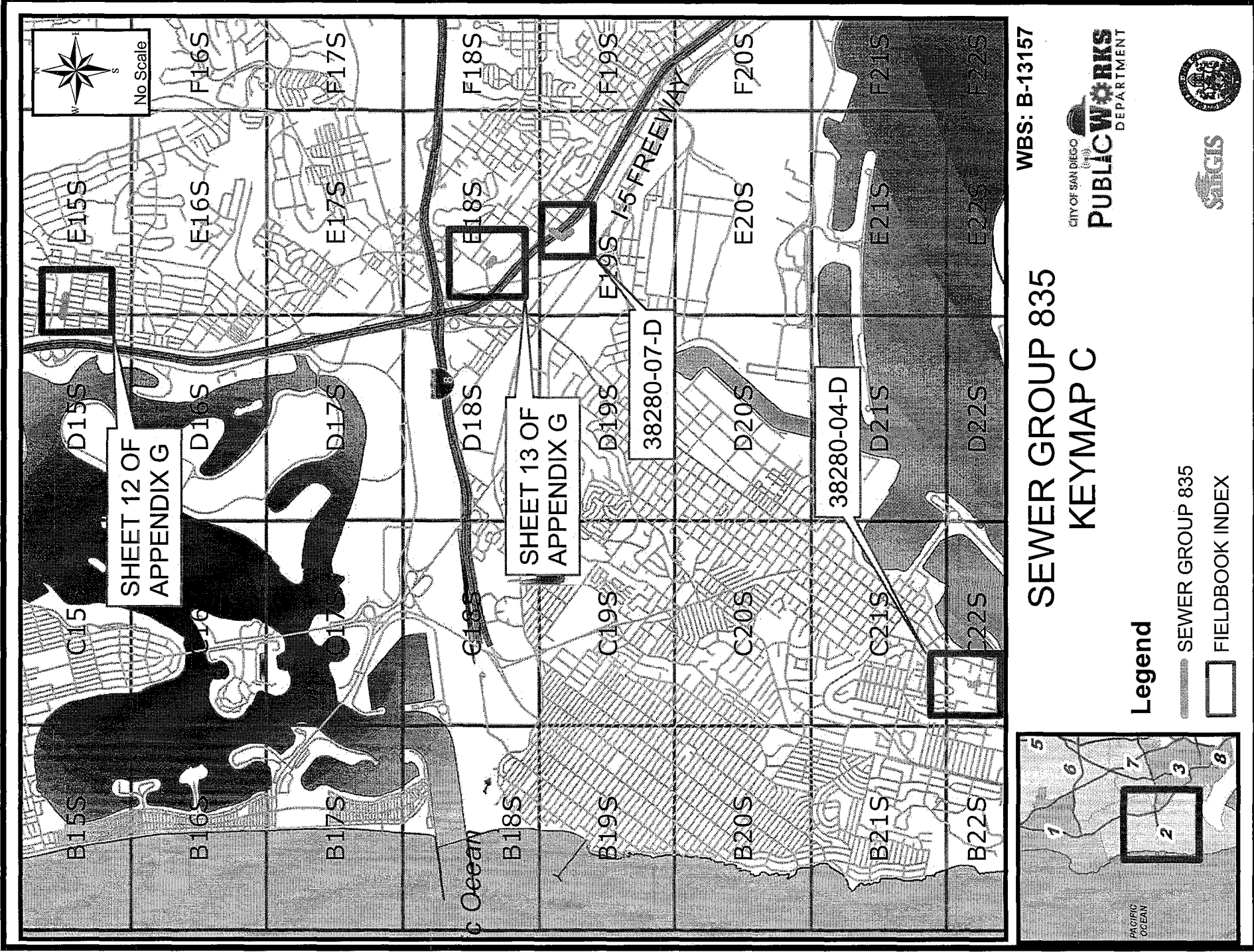
SEWER GROUP 835 KEYMAP B

WBS: B-13157

Legend

-  SEWER GROUP 835
-  FIELDBOOK INDEX



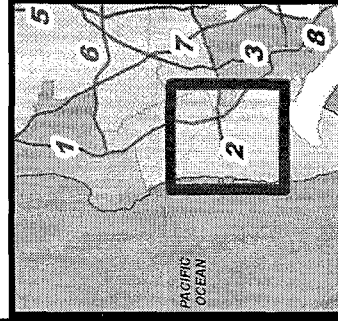


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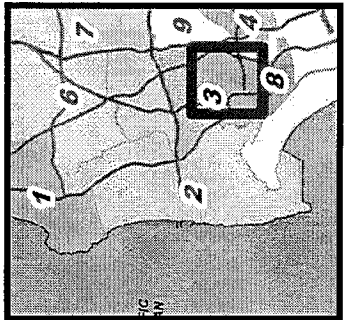
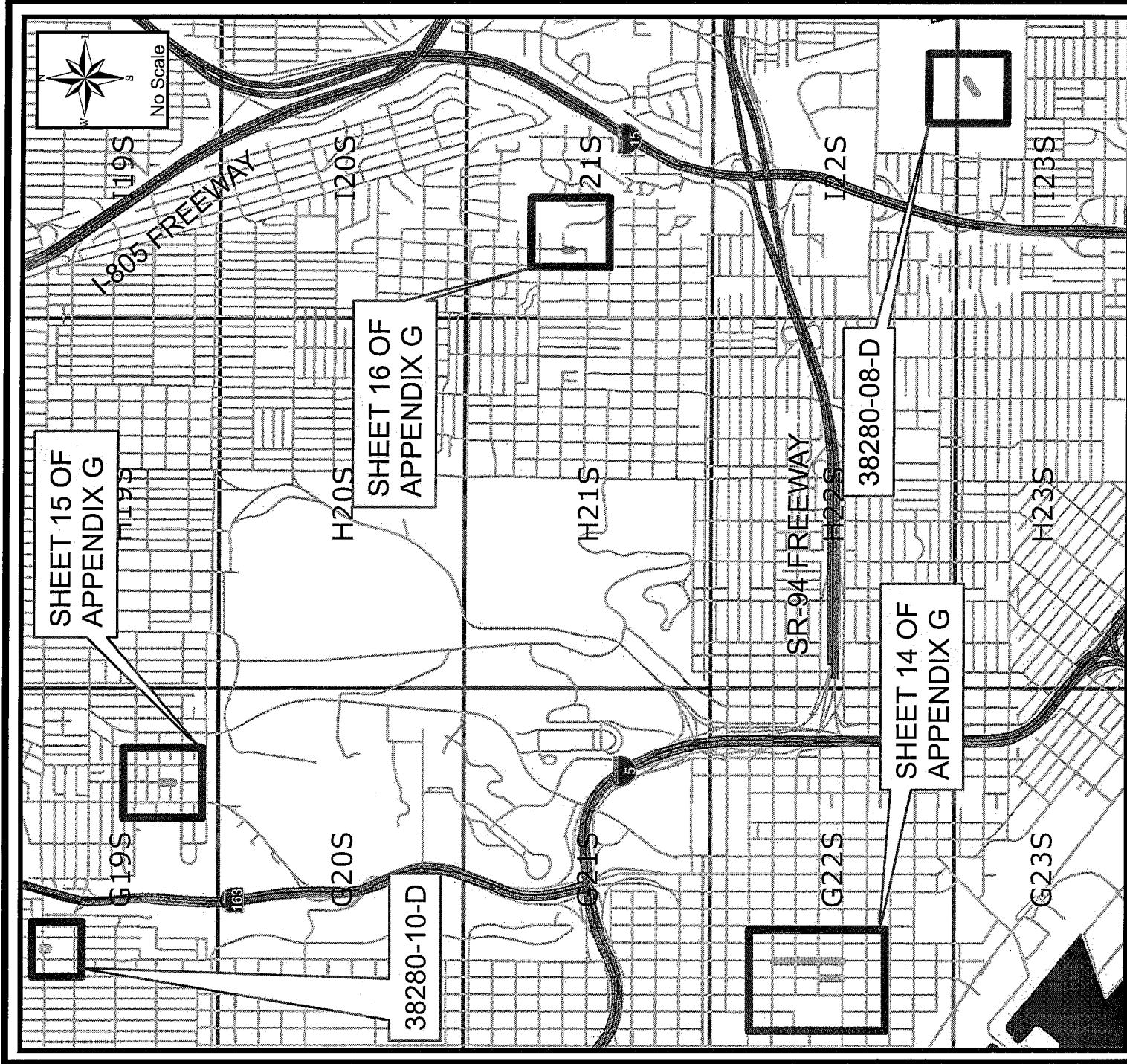
SEWER GROUP 835 KEYMAP C

Legend

-  SEWER GROUP 835
-  FIELDBOOK INDEX




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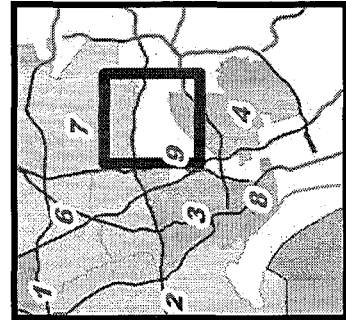
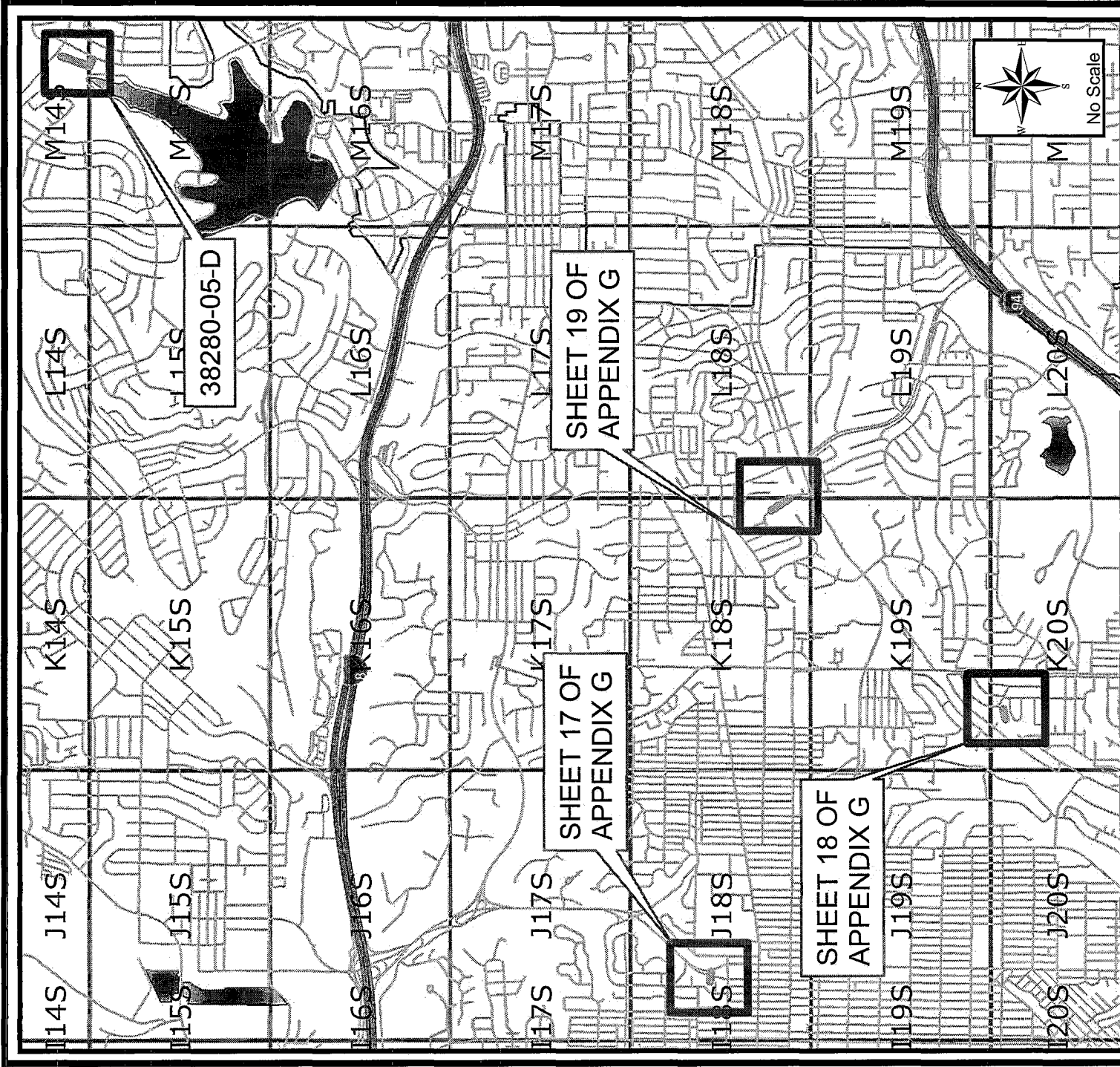
**SEWER GROUP 835
KEYMAP D**

WBS: B-13157



- Legend**
-  SEWER GROUP 835
 -  FIELDBOOK INDEX

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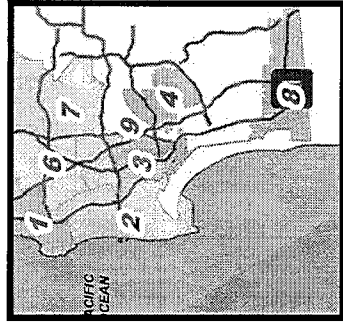
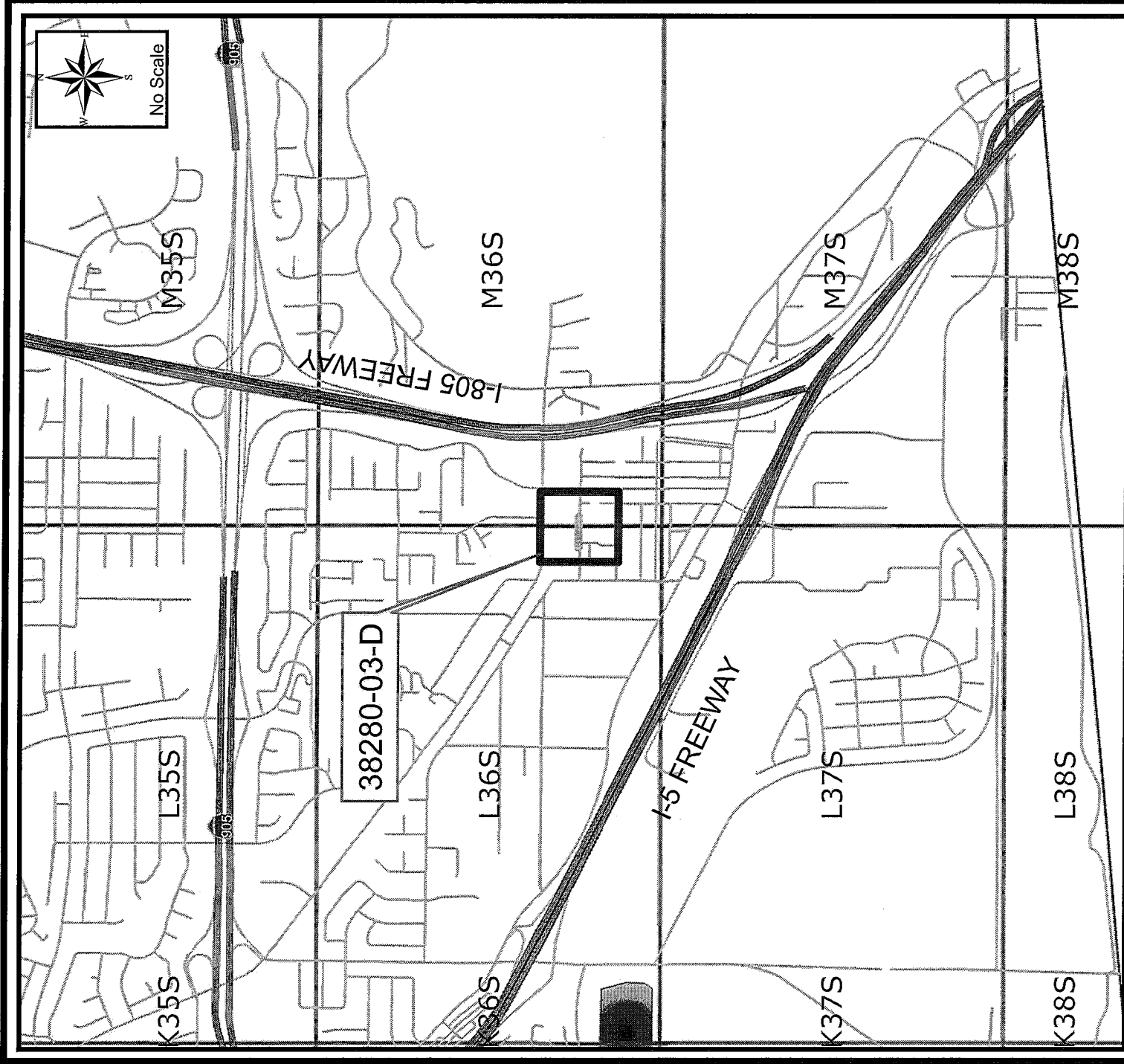
SEWER GROUP 835 KEYMAP E

WBS: B-13157

- Legend**
-  SEWER GROUP 835
 -  FIELDBOOK INDEX



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WBS: B-13157

SEWER GROUP 835 KEYMAP F



Legend

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APPENDIX F
CALTRANS PERMIT

Permit No. 11-15-NUM-0776	
Dist/Co/Rte/PM 11-SD-5/R19.25	
Date JUNE 6, 2016	
Fee Paid EXEMPT	Deposit EXEMPT
Performance Bond Amount (1) N/A	Payment Bond Amount (2) N/A
Bond Company N/A	
Bond Number (1) N/A	Bond Number (2) N/A

In compliance with (Check one):

- Your application of OCTOBER 26, 2015
- Utility Notice No. _____ of _____
- Agreement No. _____ of _____
- R/W Contract No. _____ of _____

CITY OF SAN DIEGO
 525 B STREET, SUITE 750
 TO: SAN DIEGO, CA 92101

ATTN: SHEILA GAMUEDA
 PHONE: (619) 533-4244

, PERMITTEE

And subject to the following, PERMISSION IS HEREBY GRANTED to:

enter upon State Highway right of way in San Diego County, City of San Diego, on Route 5, post mile R19.25, to rehabilitate an existing 8 inch sewer main by lining with cured in place pipe (CIPP) from two manholes outside the state right of way, as shown on the attached plans, in accordance with the requirements and conditions contained herein and as further directed or approved by the State's Inspector, Rahi Nikravesh, cell number (858) 688-1605, or by e-mail at rahi.nikravesh@dot.ca.gov.

The State's Inspector shall be notified seven working days prior to starting work.

Working hours shall be as directed and approved by the State's Inspector, in accordance with the attached traffic lane requirement chart.

No vehicles or equipment shall be parked within the highway right of way at any time, except for those vehicles or that equipment actually engaged in the work, during the working hours specified herein.

(CONTINUED)

THIS PERMIT IS NOT A PROPERTY RIGHT AND DOES NOT TRANSFER WITH THE PROPERTY TO A NEW OWNER

The following attachments are also included as part of this permit (Check applicable):

- Yes No General Provisions
- Yes No Utility Maintenance Provisions
- Yes No Special Provisions
- Yes No A Cal-OSHA permit, if required: Permit No. _____
- Yes No As-Built Plans Submittal Route Slip for Locally Advertised Projects
- Yes No Water Pollution Control Plan

In addition to fee, the permittee will be billed actual costs for:

- Yes No Review
- Yes No Inspection
- Yes _____ Field Work

(If any Caltrans effort expended)

Yes No The information in the environmental documentation has been reviewed and considered prior to approval of this permit.

This permit is void unless the work is complete before **DECEMBER 31, 2016.**

This permit is to be strictly construed and no other work other than specifically mentioned is hereby authorized. No project work shall be commenced until all other necessary permits and environmental clearances have been obtained.

WOV:wov
 cc: Permits
 BStinnett, Reg. Mgr.
 RNikravesh, Inspector
 Permittee
 Contractor

APPROVED:

Laurie Berman, District Director



for Ann M. Fox, District Permit Engineer

The following District Standard Special Provisions are generalizations of the Department Standard Specifications and are included only as a Permittee convenience. Permittee's attention is directed to the current Department Standard Specifications for complete, unabridged, specification requirements.

Once begun, that portion of the work within the State Highway right of way shall be prosecuted to completion as rapidly as possible.

All personnel on foot within the State Highway right of way shall wear personal protective equipment, including safety glasses, hard hats and American National Standards Institute (ANSI) compliant Class II vests. In addition, all personnel working at night, on foot within the State Highway right of way shall wear ANSI Class III warning garments.

Permittee's Contractor is responsible for locating and protecting all utilities both underground and aerial. Any costs incurred for locating and protecting and/or relocating any utilities shall be borne by the Permittee.

Permittee's Contractor will be responsible for the actual cost of inspection, which may be more or less than the deposit. A bill or refund shall be sent upon satisfactory completion of the work. Payment of any bill is a condition of the permit.

Notwithstanding General Provision No. 4, your contractor is required to apply for and obtain an encroachment permit prior to starting work. A permit inspection and processing deposit fee of \$3,444.00 will be required upon submittal of the application to perform the work. Also, your contractor must submit proof that they have obtained executed bonds in accordance with General Provision No. 24.

Notwithstanding General Provision 24, the Permittee's Contractor's bonds shall remain in full force through completion of the work and acceptance by the Department. Upon fulfillment of all obligations under this permit, the Department will inform the Permittee when the Permittee's Contractor's bonds may be released.

The State of California, Department of Transportation, makes no assurance or expressed warranty that the plans are complete or that the planned construction fits field conditions. Should additional work or modifications of the work be required in order to meet established Department Standards or in order to fit field conditions, the work shall be performed by Permittee as directed by the State's Inspector at no cost to the State.

All work shall be coordinated with the State highway contractor's operations and under no circumstances shall the work granted herein interfere. All standards of construction shall be identical to similar work performed under adjacent highway contract.

CITY OF SAN DIEGO

11-15-NUM-0776

JUNE 6, 2016

PAGE THREE

All work shall be performed in accordance with the current Department of Transportation Standard Specifications and the Department of Transportation Encroachment Permit Utility Maintenance Provisions dated May, 2006.

Traffic control when permitted or directed by the State's Inspector, shall consist of closing shoulders in accordance with attached Caltrans 2015 Standard Plans T9, T10 (shoulder Closure), Part 6 "Temporary Traffic Control" of the California Manual on Uniform Traffic Control Devices (California MUTCD) 2014 Edition, Section 12 "Temporary Traffic Control" of Caltrans 2015 Standard Specifications, and these Special Provisions.

If any component in the traffic control system is displaced, or ceases to operate or function as specified, from any cause, during the progress of the work, the Permittee shall immediately repair said component to its original condition or replace said component and shall restore the component to its original location.

All work shall be performed in accordance with the current Department of Transportation Standard Specifications and the Department of Transportation Storm Water Special Provisions for Minimal or No Impact dated September, 2012.

The provisions in this section will not relieve the Permittee from his responsibility to provide such additional devices or take such measures as may be necessary to comply with the provisions in Section 7-1.04, of the Standard Specifications.

Upon completion of the work, the attached card shall be completed and returned.

1. **AUTHORITY:** The Department's authority to issue encroachment permits is provided under, Div. 1, Chpt. 3, Art. 1, Sect. 660 to 734 of the Streets and Highways Code.
2. **REVOCATION:** Encroachment permits are revocable on five days notice unless otherwise stated on the permit and except as provided by law for public corporations, franchise holders, and utilities. These General Provisions and the Encroachment Permit Utility Provisions are subject to modification or abrogation at any time. Permittees' joint use agreements, franchise rights, reserved rights or any other agreements for operating purposes in State highway right of way are exceptions to this revocation.
3. **DENIAL FOR NONPAYMENT OF FEES:** Failure to pay permit fees when due can result in rejection of future applications and denial of permits.
4. **ASSIGNMENT:** No party other than the permittee or permittee's authorized agent is allowed to work under this permit.
5. **ACCEPTANCE OF PROVISIONS:** Permittee understands and agrees to accept these General Provisions and all attachments to this permit, for any work to be performed under this permit.
6. **BEGINNING OF WORK:** When traffic is not impacted (see Number 35), the permittee shall notify the Department's representative, two (2) days before the intent to start permitted work. Permittee shall notify the Department's Representative if the work is to be interrupted for a period of five (5) days or more, unless otherwise agreed upon. All work shall be performed on weekdays during regular work hours, excluding holidays, unless otherwise specified in this permit.
7. **STANDARDS OF CONSTRUCTION:** All work performed within highway right of way shall conform to recognized construction standards and current Department Standard Specifications, Department Standard Plans High and Low Risk Facility Specifications, and Utility Special Provisions. Where reference is made to "Contractor and Engineer," these are amended to be read as "Permittee and Department representative."
8. **PLAN CHANGES:** Changes to plans, specifications, and permit provisions are not allowed without prior approval from the State representative.
9. **INSPECTION AND APPROVAL:** All work is subject to monitoring and inspection. Upon completion of work, permittee shall request a final inspection for acceptance and approval by the Department. The local agency permittee shall not give final construction approval to its contractor until final acceptance and approval by the Department is obtained.
10. **PERMIT AT WORKSITE:** Permittee shall keep the permit package or a copy thereof, at the work site and show it upon request to any Department representative or law enforcement officer. If the permit package is not kept and made available at the work site, the work shall be suspended.
11. **CONFLICTING ENCROACHMENTS:** Permittee shall yield start of work to ongoing, prior authorized, work adjacent to or within the limits of the project site. When existing encroachments conflict with new work, the permittee shall bear all cost for rearrangements, (e.g., relocation, alteration, removal, etc.).
12. **PERMITS FROM OTHER AGENCIES:** This permit is invalidated if the permittee has not obtained all permits necessary and required by law, from the Public Utilities Commission of the State of California (PUC), California Occupational Safety and Health Administration (Cal-OSHA), or any other public agency having jurisdiction.
13. **PEDESTRIAN AND BICYCLIST SAFETY:** A safe minimum passageway of 4' shall be maintained through the work area at existing pedestrian or bicycle facilities. At no time shall pedestrians be diverted onto a portion of the street used for vehicular traffic. At locations where safe alternate passageways cannot be provided, appropriate signs and barricades shall be installed at the limits of construction and in advance of the limits of construction at the nearest crosswalk or intersection to detour pedestrians to facilities across the street. Attention is directed to Section 7-1.09 Public Safety of the Department Standard Specifications.
14. **PUBLIC TRAFFIC CONTROL:** As required by law, the permittee shall provide traffic control protection warning signs, lights, safety devices, etc., and take all other measures necessary for traveling public's safety. While providing traffic control, the needs and control of all road users [motorists, bicyclists and pedestrians, including persons with disabilities in accordance with the Americans with Disabilities Act of 1990 (ADA)] shall be an essential part of the work activity.

Day and night time lane closures shall comply with the California Manual on Uniform Traffic Control Devices (Part 6, Temporary Traffic Control), Standard Plans, and Standard Specifications for traffic control systems. These General Provisions are not intended to impose upon the permittee, by third parties, any duty or standard of care, greater than or different from, as required by law.
15. **MINIMUM INTERFERENCE WITH TRAFFIC:** Permittee shall plan and conduct work so as to create the least possible inconvenience to the traveling public; traffic shall not be unreasonably delayed. On conventional highways, permittee shall place properly attired flagger(s) to stop or warn the traveling public in compliance with the California Manual on Uniform Traffic Control Devices (Chapter 6E, Flagger Control).
16. **STORAGE OF EQUIPMENT AND MATERIALS:** The storage of equipment or materials is not allowed within State highway right-of-way, unless specified within the Special Provisions of this specific encroachment permit. If Encroachment Permit Special Provisions allow for the storage of equipment or materials within the State right of way, the equipment and material storage shall comply with Standard Specifications, Standard Plans, Special Provisions, and the Highway Design Manual. The clear recovery zone widths must be followed and are the minimum desirable for the type of facility indicated below: freeways and expressways - 30', conventional highways (no curbs) - 20', conventional highways (with curbs) - 15'. If a fixed object cannot be eliminated, moved outside the clear recovery zone, or modified to be made yielding, it should be shielded by a guardrail or a crash cushion.
17. **CARE OF DRAINAGE:** Permittee shall provide alternate drainage for any work interfering with an existing drainage facility in compliance with the Standard Specifications, Standard Plans and/or as directed by the Department's representative.
18. **RESTORATION AND REPAIRS IN RIGHT OF WAY:** Permittee is responsible for restoration and repair of State highway right of way resulting from permitted work (State Streets and Highways Code, Sections 670 et. seq.).

19. **RIGHT OF WAY CLEAN UP:** Upon completion of work, permittee shall remove and dispose of all scraps, brush, timber, materials, etc. off the right of way. The aesthetics of the highway shall be as it was before work started.
20. **COST OF WORK:** Unless stated in the permit, or a separate written agreement, the permittee shall bear all costs incurred for work within the State right of way and waives all claims for indemnification or contribution from the State.
21. **ACTUAL COST BILLING:** When specified in the permit, the Department will bill the permittee actual costs at the currently set hourly rate for encroachment permits.
22. **AS-BUILT PLANS:** When required, permittee shall submit one (1) set of folded as-built plans within thirty (30) days after completion and approval of work in compliance with requirements listed as follows:
1. Upon completion of the work provided herein, the permittee shall send one vellum or paper set of As-Built plans, to the State representative. Mylar or paper sepia plans are not acceptable.
 2. All changes in the work will be shown on the plans, as issued with the permit, including changes approved by Encroachment Permit Rider.
 3. The plans are to be stamped or otherwise noted AS-BUILT by the permittee's representative who was responsible for overseeing the work. Any original plan that was approved with a State stamp, or Caltrans representative signature, shall be used for producing the As-Built plans.
 4. If As-Built plans include signing or striping, the dates of signing or striping removal, relocation, or installation shall be shown on the plans when required as a condition of the permit. When the construction plans show signing and striping for staged construction on separate sheets, the sheet for each stage shall show the removal, relocation or installation dates of the appropriate staged striping and signing.
 5. As-Built plans shall contain the Permit Number, County, Route, and Post Mile on each sheet.
 6. Disclaimer statement of any kind that differ from the obligations and protections provided by Sections 6735 through 6735.6 of the California Business and Professions Code, shall not be included on the As-Built plans. Such statements constitute non-compliance with Encroachment Permit requirements, and may result in the Department of Transportation retaining Performance Bonds or deposits until proper plans are submitted. Failure to comply may also result in denial of future permits, or a provision requiring a public agency to supply additional bonding.
23. **PERMITS FOR RECORD PURPOSES ONLY:** When work in the right of way is within an area under a Joint Use Agreement (JUA) or a Consent to Common Use Agreement (CCUA), a fee exempt permit is issued to the permittee for the purpose of providing a notice and record of work. The Permittee's prior rights shall be preserved without the intention of creating new or different rights or obligations. "Notice and Record Purposes Only" shall be stamped across the face of the permit.
24. **BONDING:** The permittee shall file bond(s), in advance, in the amount set by the Department. Failure to maintain bond(s) in full force and effect will result in the Department stopping of all work and revoking permit(s). Bonds are not required of public corporations or privately owned utilities, unless permittee failed to comply with the provision and conditions under a prior permit. The surety company is responsible for any latent defects as provided in California Code of Civil Procedures, Section 337.15. Local agency permittee shall comply with requirements established as follows: In recognition that project construction work done on State property will not be directly funded and paid by State, for the purpose of protecting stop notice claimants and the interests of State relative to successful project completion, the local agency permittee agrees to require the construction contractor furnish both a payment and performance bond in the local agency's name with both bonds complying with the requirements set forth in Section 3-1.02 of State's current Standard Specifications before performing any project construction work: The local agency permittee shall defend, indemnify, and hold harmless the State, its officers and employees from all project construction related claims by contractors and all stop notice or mechanic's lien claimants. The local agency also agrees to remedy, in a timely manner and to State's satisfaction, any latent defects occurring as a result of the project construction work.
25. **FUTURE MOVING OF INSTALLATIONS:** Permittee understands and agrees to relocate a permitted installation upon notice by the Department. Unless under prior property right or agreement, the permittee shall comply with said notice at his sole expense.
26. **ARCHAEOLOGICAL/HISTORICAL:** If any archaeological or historical resources are revealed in the work vicinity, the permittee shall immediately stop work, notify the Department's representative, retain a qualified archaeologist who shall evaluate the site, and make recommendations to the Department representative regarding the continuance of work.
27. **PREVAILING WAGES:** Work performed by or under a permit may require permittee's contractors and subcontractors to pay appropriate prevailing wages as set by the Department of Industrial Relations. Inquiries or requests for interpretations relative to enforcement of prevailing wage requirements are directed to State of California Department of Industrial Relations, 525 Golden Gate Avenue, San Francisco, California 94102.
28. **RESPONSIBILITY FOR DAMAGE:** The State of California and all officers and employees thereof, including but not limited to the Director of Transportation and the Deputy Director, shall not be answerable or accountable in any manner for injury to or death of any person, including but not limited to the permittee, persons employed by the permittee, persons acting in behalf of the permittee, or for damage to property from any cause. The permittee shall be responsible for any liability imposed by law and for injuries to or death of any person, including but not limited to the permittee, persons employed by the permittee, persons acting in behalf of the permittee, or for damage to property arising out of work, or other activity permitted and done by the permittee under a permit, or arising out of the failure on the permittee's part to perform his obligations under any permit in respect to maintenance or any other obligations, or resulting from defects or obstructions, or from any cause whatsoever during the progress of the work, or other activity or at any subsequent time, work or other activity is being performed under the obligations provided by and contemplated by the permit.
- The permittee shall indemnify and save harmless the State of California, all officers, employees, and State's contractors, thereof, including but not limited to the Director of Transportation and the Deputy Director, from all claims, suits or actions of every name, kind and description brought for or on account of injuries to or death of any person, including but not limited to the permittee, persons employed by the permittee, persons acting in behalf of the permittee and the public, or damage to property resulting from the performance of work or other activity under the permit, or arising out of the failure on the permittee's part to perform his obligations under any permit in respect to maintenance or any other obligations, or resulting from defects or obstructions, or from any cause whatsoever during the progress of the work, or other activity or at any subsequent time, work or other activity is being performed under the obligations provided by and contemplated by the permit, except as otherwise provided by statute.

The duty of the permittee to indemnify and save harmless includes the duties to defend as set forth in Section 2778 of the Civil Code. The permittee waives any and all rights to any type of expressed or implied indemnity against the State, its officers, employees, and State contractors. It is the intent of the parties that the permittee will indemnify and hold harmless the State, its officers, employees, and State's contractors, from any and all claims, suits or actions as set forth above regardless of the existence or degree of fault or negligence, whether active or passive, primary or secondary, on the part of the State, the permittee, persons employed by the permittee, or acting on behalf of the permittee.

For the purpose of this section, "State's contractors" shall include contractors and their subcontractors under contract to the State of California performing work within the limits of this permit.

29. **NO PRECEDENT ESTABLISHED:** This permit is issued with the understanding that it does not establish a precedent.

30. **FEDERAL CIVIL RIGHTS REQUIREMENTS FOR PUBLIC ACCOMMODATION:**

A. The permittee, for himself, his personal representative, successors in interest, and assigns as part of the consideration hereof, does hereby covenant and agree that:

1. No person on the grounds of race, color, or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

2. That in connection with the construction of any improvements on said lands and the furnishings of services thereon, no discrimination shall be practiced in the selection and retention of first-tier subcontractors in the selection of second-tier subcontractors.

3. That such discrimination shall not be practiced against the public in their access to and use of the facilities and services provided for public accommodations (such as eating, sleeping, rest, recreation), and operation on, over, or under the space of the right of way.

4. That the permittee shall use the premises in compliance with all other requirements imposed pursuant to Title 15, Code of Federal Regulations, Commerce and Foreign Trade, Subtitle A, Office of the Secretary of Commerce, Part 8 (15 C.F.R. Part 8) and as said Regulations may be amended.

5. That in the event of breach of any of the above nondiscrimination covenants, the State shall have the right to terminate the permit and to re-enter and repossess said land and the facilities thereon, and hold the same as if said permit had never been made or issued.

31. **MAINTENANCE OF HIGHWAYS:** The permittee agrees, by acceptance of a permit, to properly maintain any encroachment. This assurance requires the permittee to provide inspection and repair any damage, at permittee's expense, to State facilities resulting from the encroachment.

32. **SPECIAL EVENTS:** In accordance with subdivision (a) of Streets and Highways Code Section 682.5, the Department of Transportation shall not be responsible for the conduct or operation of the permitted activity, and the applicant agrees to defend, indemnify, and hold harmless the State and the city or county against any and all claims arising out of any activity for which the permit is issued.

The permittee understands and agrees to comply with the obligations of Titles II and III of the Americans with Disabilities Act of 1990 in the conduct of the event, and further agrees to indemnify and save harmless the State of California, all officers and employees thereof, including but not limited to the Director of Transportation, from any claims or liability arising out of or by virtue of said Act.

33. **PRIVATE USE OF RIGHT OF WAY:** Highway right of way shall not be used for private purposes without compensation to the State.

The gifting of public property use and therefore public funds is prohibited under the California Constitution, Article 16.

34. **FIELD WORK REIMBURSEMENT:** Permittee shall reimburse State for field work performed on permittee's behalf to correct or remedy hazards or damaged facilities, or clear debris not attended to by the permittee.

35. **NOTIFICATION OF DEPARTMENT AND TMC:** The permittee shall notify the Department's representative and the Transportation Management Center (TMC) at least 7 days before initiating a lane closure or conducting an activity that may cause a traffic impact. A confirmation notification should occur 3 days before closure or other potential traffic impacts. In emergency situations when the corrective work or the emergency itself may affect traffic, TMC and the Department's representative shall be notified as soon as possible.

36. **SUSPENSION OF TRAFFIC CONTROL OPERATION:** The permittee, upon notification by the Department's representative, shall immediately suspend all lane closure operations and any operation that impedes the flow of traffic. All costs associated with this suspension shall be borne by the permittee.

37. **UNDERGROUND SERVICE ALERT (USA) NOTIFICATION:** Any excavation requires compliance with the provisions of Government Code Section 4216 et seq., including, but not limited to notice to a regional notification center, such as Underground Service Alert (USA). The permittee shall provide notification at least 48 hours before performing any excavation work within the right of way.

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
ENCROACHMENT PERMIT UTILITY MAINTENANCE PROVISIONS
TR - 0161 (Rev. 05/2006)

Any public utility or public corporation who lawfully maintains a utility encroachment, or their agent, may perform routine or emergency maintenance on such facility in accordance with the following provisions (unless updated at some future time, thence the future provisions shall govern.

UM1. EXCLUSIONS:

These provisions do not authorize tree trimming, work on freeways, expressways, or other activities not specifically provided for in this permit.

UM2. POSSESSION OF PERMIT REQUIRED:

The permit or a copy thereof shall be kept at the site of the work and must be shown to any Departmental representative or any law enforcement officer on demand. **WORK SHALL BE SUSPENDED IF PERMIT IS NOT AT WORK SITE AS REQUIRED:**

UM3. NOTICE REQUIRED:

The permittee shall notify the Department's representative and the Transportation Management Center (TMC) 7 days before initiating a lane closure. A confirmation notification should occur 3 days before closure. In emergency, situations that may impact traffic, TMC and the Department's representative shall be notified as soon as possible.

UM4. STANDARD OF WORK:

All work shall conform to recognized standards of utility construction and the Department's current Standard Specifications.

UM5. EMERGENCY REPAIRS:

The permittee may make emergency repairs, alter traffic flow, and excavate through improved surfaces only when breaks in the conduit, cable or pipeline over or under the pavement present a definite public hazard or serious interruption of essential service. In such cases, the Department's representative shall be notified immediately.

UM6. OPEN EXCAVATIONS:

No excavation shall be left open after daylight hours unless specifically authorized and adequate protection for traffic is provided in accordance with the General Provisions "Protection of Traffic."

Backfill and pavement replacement shall be performed in accordance with the applicable General Provisions (i.e., "Restoration and Repairs in Rights of Way").

UM7. SERVICE CONNECTION:

These provisions do not authorize installation of conduit, cable, gas, or water service connections within State rights of way, regardless of the location of the main, existing conduit, or cable. All new underground or pipe abandon services must be

covered by individual permits. See Section "UM8-4" regarding service connections for aerial wires.

UM8. ROUTINE INSPECTION AND MAINTENANCE:

1. Routine Maintenance and Inspection:

Roadbed work shall be conducted between 9:00 a.m. and 3:00 p.m., or as otherwise authorized, in writing, by the Department's representative.

2. Manholes:

The permittee may open existing manholes to repair underground cables. Where the manhole lies within the improved surface of the highway, the permittee will provide adequate protection for traffic in accordance with the General Provisions "Public Traffic Control".

3. Excavations:

Routine inspection and repair of pipeline and cables shall:

A. Not be made in improved surfaces, landscaped areas or closer than 10' to the edge of the pavement without a special permit; and

B. Not uncover more than 50' of line at any one time.

4. Pole Lines:

Permittee is authorized to:

A. Stub, or reset existing pole, provided no change in location of pole or anchor is made. Stubs and anchors must not be placed between existing pole and traveled way.

B. Replace poles, guy poles, and crossarms in same location limited to two (2) consecutive poles. No additional poles or guys poles are authorized under this routine maintenance provision.

C. Replace broken pins and/or insulators, repair broken wires, pull slack wires, and replace or pull broken or slack guys.

D. Repair and complete transfer work on existing aerial cables.

- E. Install new and replace existing transformers on existing poles.
- F. Replace aerial wires and crossarms on existing poles except where wires cross the highway. Unless otherwise specifically required by the Department, protected cable, tree wire or plastic tree wire guard used for communication lines may be used through trees where necessary, provided the appearance of the tree or the tree itself will not be damaged. *This section (F) does not apply to scenic highways.*
- G. Installations and clearances shall be equal to those required by either the California Public Utilities Commission Orders or the California Occupational Safety and Health (CAL-OSHA) Safety Orders, whichever is greater. *Also see "OH 2" of the Overhead Utility Provisions.*
- H. Clear grass from around base of poles and excavate around poles for inspection, including tamping and straightening. The use of herbicides or other chemicals is not authorized by this permit. A separate encroachment permit must be applied for and issued for that purpose.

Dist	COUNTY	ROUTE	BEST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEETS

Deinder Singh
REGISTERED CIVIL ENGINEER

October 30, 2015
PLANS APPROVAL DATE

THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

TABLE 1

SPEED (S)	MINIMUM TAPER LENGTH * FOR WIDTH OF OFFSET 12 FEET (W)				MAXIMUM CHANNELIZING DEVICE SPACING		
	TANGENT 2L	MERGING L	SHIFTING L/2	SHOULDER L/3	X	Y	Z ***
					TAPER	TANGENT	CONFLICT
mph	ft	ft	ft	ft	ft	ft	ft
20	160	80	40	27	20	40	10
25	250	125	63	42	25	50	12
30	350	180	90	60	30	60	15
35	490	245	123	82	35	70	17
40	640	320	160	107	40	80	20
45	1080	540	270	180	45	90	22
50	1200	600	300	200	50	100	25
55	1320	660	330	220	55	110	27
60	1440	720	360	240	60	120	30
65	1560	780	390	260	65	130	32
70	1680	840	420	280	70	140	35

* - For other offsets, use the following merging taper length formula for L:
 For speed of 40 mph or less, $L = WS^2/60$
 For speed of 45 mph or more, $L = WS$
 Where: L = Taper length in feet
 W = Width of offset in feet
 S = Posted speed limit, off-peak 85th-percentile speed prior to work starting, or the anticipated operating speed in mph

** - Use for taper and tangent sections where there are no pavement markings or where there is a conflict between existing pavement markings and channelizers (CA).

TABLE 2

SPEED *	Min D **	DOWNGRADE Min D ***		
		-3%	-6%	-9%
		ft	ft	ft
mph	ft	ft	ft	ft
20	115	116	120	126
25	155	158	165	173
30	200	205	215	227
35	250	257	271	287
40	305	315	333	354
45	360	378	400	427
50	425	446	474	507
55	495	520	553	593
60	570	598	638	686
65	645	682	728	785
70	730	771	825	891

* - Speed is posted speed limit, off-peak 85th-percentile speed prior to work starting, or the anticipated operating speed in mph

** - Longitudinal buffer space or flagger station spacing

*** - Use on sustained downgrade steeper than -3 percent and longer than 1 mile.

TABLE 3

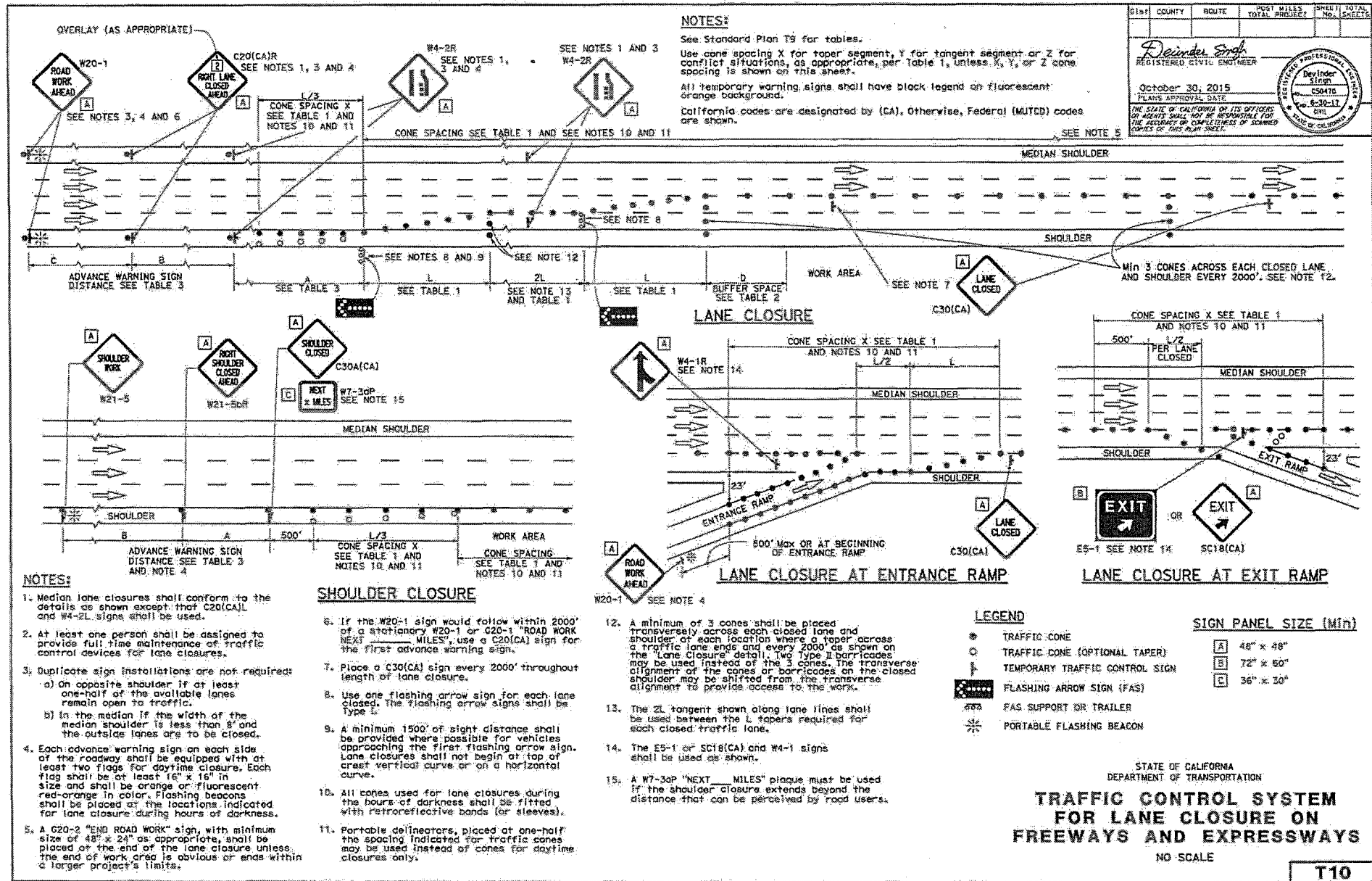
ROAD TYPE	DISTANCE BETWEEN SIGNS *		
	A	B	C
	ft	ft	ft
URBAN - 25 mph OR LESS	100	100	100
URBAN - MORE THAN 25 mph TO 40 mph	250	250	250
URBAN - MORE THAN 40 mph	350	350	350
RURAL	500	500	500
EXPRESSWAY / FREEWAY	1000	1500	2640

* - The distances are approximate, are intended for guidance purposes only, and should be applied with engineering judgment. These distances should be adjusted by the Engineer for field conditions, if necessary, by increasing or decreasing the recommended distances.

STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION
**TRAFFIC CONTROL SYSTEM TABLES
 FOR LANE AND RAMP CLOSURES**

NO SCALE

T9



NOTES:

See Standard Plan T9 for tables.
 Use cone spacing X for taper segment, Y for tangent segment or Z for conflict situations, as appropriate, per Table 1, unless X, Y, or Z cone spacing is shown on this sheet.
 All temporary warning signs shall have black legend on fluorescent orange background.
 California codes are designated by (CA), otherwise, Federal (MUTCD) codes are shown.

Sheet	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET TOTAL No. SHEETS

Deviner Singh
 REGISTERED CIVIL ENGINEER
 October 30, 2015
 PLANS APPROVAL DATE
 THE STATE OF CALIFORNIA AND ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

REGISTERED PROFESSIONAL ENGINEER
 Deviner Singh
 C50470
 6-30-17
 CIVIL
 STATE OF CALIFORNIA

NOTES:

1. Median lane closures shall conform to the details as shown except that C20(CA) and W4-2L signs shall be used.
2. At least one person shall be assigned to provide full time maintenance of traffic control devices for lane closures.
3. Duplicate sign installations are not required:
 - a) On opposite shoulder if at least one-half of the available lanes remain open to traffic.
 - b) In the median if the width of the median shoulder is less than 8' and the outside lanes are to be closed.
4. Each advance warning sign on each side of the roadway shall be equipped with at least two flags for daytime closure. Each flag shall be at least 16" x 16" in size and shall be orange or fluorescent red-orange in color. Flashing beacons shall be placed at the locations indicated for lane closure during hours of darkness.
5. A C20-2 "END ROAD WORK" sign, with minimum size of 48" x 24" as appropriate, shall be placed at the end of the lane closure unless the end of work area is obvious or ends within a larger project's limits.
6. If the W20-1 sign would follow within 2000' of a stationary W20-1 or C20-1 "ROAD WORK AHEAD" sign, use a C20(CA) sign for the first advance warning sign.
7. Place a C30(CA) sign every 2000' throughout length of lane closure.
8. Use one flashing arrow sign for each lane closed. The flashing arrow signs shall be Type I.
9. A minimum 1500' of sight distance shall be provided where possible for vehicles approaching the first flashing arrow sign. Lane closures shall not begin at top of crest vertical curve or on a horizontal curve.
10. All cones used for lane closures during the hours of darkness shall be fitted with retroreflective bands (or sleeves).
11. Portable delineators, placed at one-half the spacing indicated for traffic cones may be used instead of cones for daytime closures only.

NOTES:

12. A minimum of 3 cones shall be placed transversely across each closed lane and shoulder of each location where a taper occurs on the "Lane Closure" detail. Two Type II barricades may be used instead of the 3 cones. The transverse alignment of the cones or barricades on the closed shoulder may be shifted from the transverse alignment to provide access to the work.
13. The 2L tangent shown along lane lines shall be used between the L tapers required for each closed traffic lane.
14. The E5-1 or SC18(CA) and W4-1 signs shall be used as shown.
15. A W7-30P "NEXT _____ MILES" plaque must be used if the shoulder closure extends beyond the distance that can be perceived by road users.

LEGEND

- TRAFFIC CONE
- TRAFFIC CONE (OPTIONAL TAPER)
- ↑ TEMPORARY TRAFFIC CONTROL SIGN
- ◆ FLASHING ARROW SIGN (FAS)
- ☒ FAS SUPPORT OR TRAILER
- ★ PORTABLE FLASHING BEACON

SIGN PANEL SIZE (Min)

- A 48" x 48"
- B 72" x 50"
- C 36" x 30"

STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION
**TRAFFIC CONTROL SYSTEM
 FOR LANE CLOSURE ON
 FREEWAYS AND EXPRESSWAYS**
 NO SCALE

T10

1. GENERAL: The purpose of these Special Provisions is to provide the Permittee with specifications for water pollution control to minimize, prevent, or control the discharge of material into the air, surface waters, groundwater, and storm sewers owned by the State or local agencies. These provisions are not intended to take the place of the Caltrans Water Pollution Control Program (WPCP) for projects where soil disturbance from work activities less than one acre, or work activities of one acre or more subject to the preparation of the Caltrans Storm Water Pollution Prevention Plan (SWPPP) that would require a waste discharge identification number or coverage under the California Construction General Permit (*Order No. 2009-0009-DWQ, NPDES No CAS000002*). The Permittee shall comply with the following Special Provisions and the direction of the State Representative.

2. NPDES REQUIREMENTS: The Permittee shall be responsible for full compliance with the Caltrans Storm Water Program and the Caltrans National Pollutant Discharge Elimination System (NPDES) Permit requirements. It is the Permittee's responsibility to install, inspect, and repair or maintain facilities and devices used for water pollution control practices before performing daily work activities. Installation and maintenance responsibilities on the job site include: 1) soil stabilization materials in work areas that are inactive or prior to storm events, 2) water pollution control devices to control sediment and erosion, 3) implementation of spill and leak prevention procedures for chemical and hazardous substances stored on the job site, 4) material storage, 5) stockpile management, 6) waste management, 7) non-stormwater management, 8) water conservation, and 9) illicit connection, illegal discharge detection and reporting. The Permittee shall report to the state representative when discharges enter into receiving waters, adjacent property, drainage systems or when discharges could be a cause or a threat for water pollution. The Permittee shall also control illicit discharges or illegal dumping prior to start of daily work schedule. Copies of written notices or orders from the Regional Water Quality Control Board or other regulatory agency shall be provided to the State representative within 48 hours of reported activity. For additional information on storm water compliance, visit the State Water Resources Control Boards storm water Website at http://www.waterboards.ca.gov/water_issues/programs/stormwater

3. RESPONSIBILITY FOR DEBRIS REMOVAL: The Permittee shall be responsible for preventing sediment, trash, debris, and other construction waste from entering the street, the storm drains, local creeks, or any other bodies of water.

4. SPOILS AND RESIDUE: The Permittee shall vacuum any saw-cut concrete waste material, debris, residue, etc. No spoils, debris, residue, etc. shall be washed into a drainage system.

5. SWEEPING: Sweep paved roads at construction entrance and exit locations and surrounding paved areas daily within the job site during: 1) clearing and grubbing, 2) earthwork, 3) trenching, 4) soil disturbance, 5) pavement grinding and/or cutting, and 6) after observing tracking of material onto or off the State property. Keep dust to a minimum during sweeping activities. Use vacuum whenever dust generation is excessive or sediment pickup is ineffective. Roadways or work areas shall not be washed down with water. Street sweeping operations must conform to Section 13 Water Pollution Control of the State of California standard specifications for construction (most current version) <http://www.dot.ca.gov/hq/esc/ce/specifications/SSPs/2010-SSPs/>.

6. VEHICLES AND EQUIPMENT: Permittee shall prevent all vehicles, equipment, etc. from leakage or mud tracking onto

roadways. If leaks cannot be repaired immediately, remove the vehicle or equipment from the job site.

7. MAINTENANCE AND FUELING OF VEHICLES AND EQUIPMENT: Maintenance and fueling of equipment shall not result in any pollution at the job site. The Permittee shall immediately clean up spills/leaks, and properly dispose of contaminated soil and materials.

8. CLEANING VEHICLES AND EQUIPMENT: Limit vehicle and equipment cleaning or washing at the job site except what is necessary to control vehicle tracking or hazardous waste. The Permittee shall clean all equipment within a bermed area or over a drip pan large enough to prevent run-off. No soaps, solvents, degreasers, etc shall be used in State right of way. Any water from this operation shall be collected and disposed of at an appropriate site. Containment berms or dikes shall be used for fueling, washing, maintaining and washing vehicles or equipment in outside areas. Containment must be performed at least 100 feet from concentrated flows of storm water, drainage courses, and storm drain inlets if within a flood plain, otherwise at least 50 feet if outside the floodplain. Keep adequate quantities of absorbent spill-cleanup material and spill kits in the fueling or maintenance area and on fueling trucks.

9. DIESEL FUELS: The use of diesel fuel from petroleum or other fossil fuel as a form-oil or solvent is not allowed.

10. WEATHER CONDITIONS AT WORKSITE: Any activity that would generate fine particles or dust that could be transported off site by stormwater shall be performed during dry weather.

11. HOT MIX ASPHALT: Runoff from washing hot mix asphalt shall not enter into any drainage conveyances.

12. PROTECTION OF DRAINAGE FACILITIES: The Permittee shall protect/cover gutters, ditches, drainage courses, and inlets with gravel bags, fiber rolls, State approved fabric filters, etc., to the satisfaction of the State representative during grading, paving, saw-cutting, etc. and materials must conform to Section 13-6.02 Materials for Water Pollution Control of the State of California standard specifications for construction (most current version). No such protection measures shall cause an obstruction to the traveling public. The Permittee shall implement spill and leak prevention procedures for chemicals and hazardous substances stored on the job site in accordance to section 13-4.03B(1-3) Spill Prevention and Control, Water Pollution Control, of the State of California standard specifications for construction (2010 version).

13. PAINT: Rinsing of painting equipment and materials is not permitted in state right-of-way. When thoroughly dry, dispose of the following as solid waste: dry latex paint, paint cans, used brushes, rags, gloves, absorbent materials, and drop cloths. Oil based paint sludge and unusable thinner shall be disposed of at an approved hazardous waste site.

14. CONSTRUCTION MATERIALS: Stockpile of all construction materials, including, but not limited to; pressure treated wood, asphalt concrete, cold mix asphalt concrete, concrete, grout, cement containing premixes, and mortar, shall conform to section 13-4.03C Material Management (Storage & Stockpiles), Water Pollution Control, of the State of California standard specifications for construction (2010 version).

15. CONCRETE EQUIPMENT: Concrete equipment shall be washed in a designated washing area in a way that does not contaminate soil, receiving waters, or storm drain systems.

16. EXISTING VEGETATION: Established existing vegetation is the best form of erosion control. Minimize disturbance to existing vegetation. Damaged or removed vegetation shall be replaced as directed by the State Representative.

17. SOIL DISTURBANCE: Soil disturbing activities shall be avoided during the wet weather season. If construction activities during wet weather are allowed in your permit, all necessary erosion control and soil stabilization measures shall be implemented in advance of soil disturbing activity.

18. SLOPE STABILIZATION AND SEDIMENT CONTROL: Consider a certified expert in Erosion and Sediment control in cases where slopes are disturbed during construction. The Permittee is directed to comply with Section 13.5 Temporary Soil Stabilization and Section 21 Erosion Control of the State of California (2010 version) standard specifications for construction during application of temporary soil stabilization measures to the soil surface. Fiber rolls or silt fences may be required down slope until permanent soil stabilization is established. Remove the accumulated sediment whenever the sediment accumulates to 1/3 of the linear sediment barrier height.

19. STOCKPILES: Stockpiles containing aggregate and/or soil shall be stored at least 100 feet from concentrated flows of storm water, drainage courses, and storm drain inlets if within a flood plain, otherwise at least 50 feet if outside the floodplain, and shall be covered and protected with a temporary perimeter sediment barrier. Cold mix stockpiles shall be stored on an impermeable surface and covered with 9mil plastic to prevent contact with water.

20. DISCOVERY OF CONTAMINATION: The State Representative shall be notified in case any unusual discoloration, odor, or texture of ground water, is found in excavated material or if abandoned, underground tanks, pipes, or buried debris are encountered.

21. SANITARY AND SEPTIC WASTE: Do not bury or discharge wastewater from a sanitary or septic system within the highway. Properly connected sewer facilities are free from leaks. With State Representative approval place portable sanitary facility at least 50 feet away from storm drains, receiving waters, and flow lines. Permittee must comply with local health agency provisions when using an on-site disposal system.

22. LIQUID WASTE: Prevent job site liquid waste from entering storm drain systems and receiving waters. Drilling slurries, grease or oil-free waste water or rinse water, dredging, wash water or rinse water running off a surface or other nonstorm water liquids not covered under separate waste water permits shall be held in structurally sound, leak-proof containers, such as portable bins or portable tanks. Store containers at least 50 feet away from moving vehicles and equipment. Liquid waste may require testing to determine hazardous material content prior to disposal.

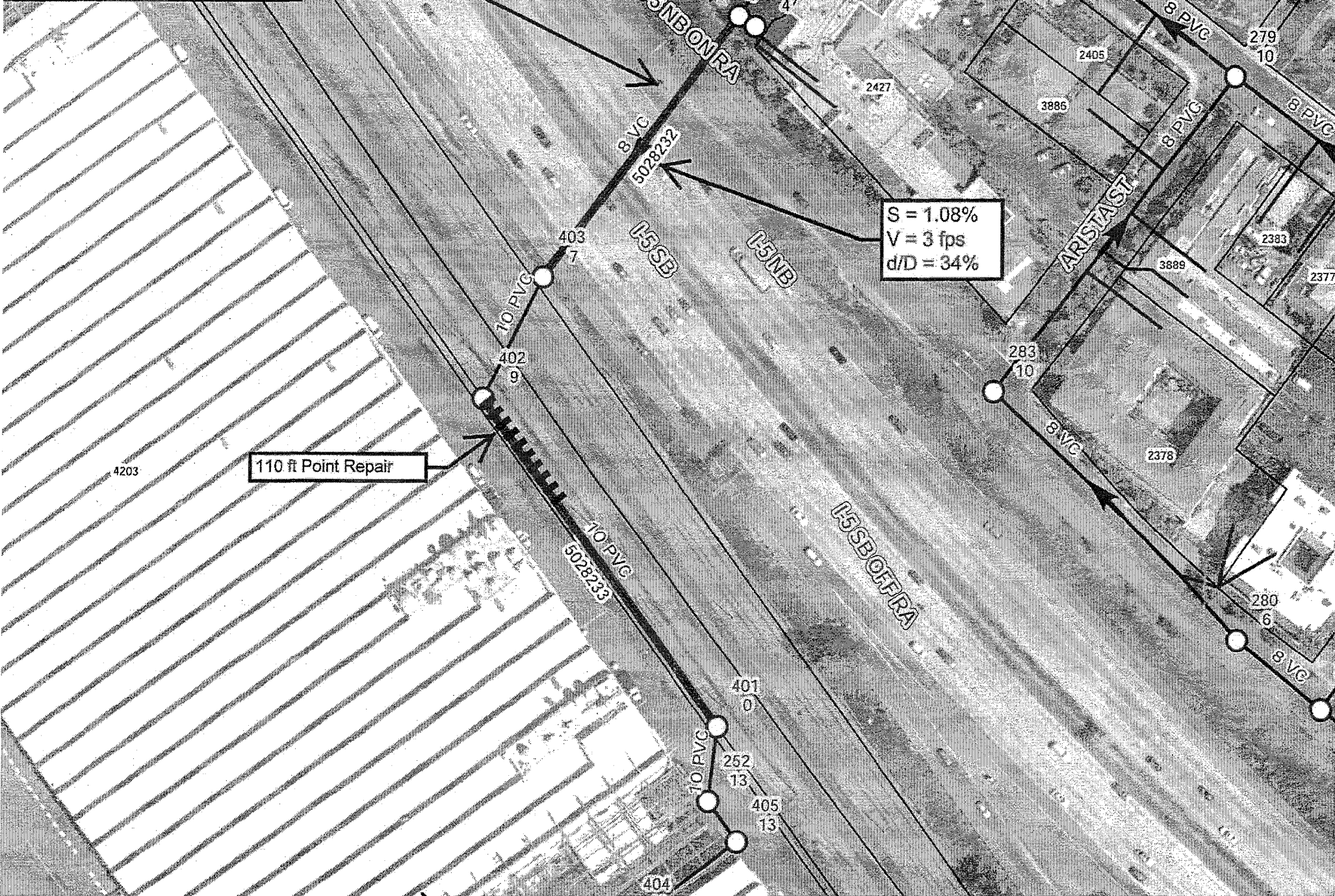
23. WATER CONTROL AND CONSERVATION: Manage water use in a way that will prevent erosion and the discharge of pollutants into storm drain systems and receiving waters. Direct runoff water, including water from water line repair from the job site to areas where it can infiltrate into the ground. Direct water from off-site sources around the job site or from contact with jobsite water.

24. PILE DRIVING: Keep spill kits and cleanup materials at pile driving locations. Park pile driving equipment over drip pans,

absorbent pads, or plastic sheeting with absorbent material, and away from storm water run-on when not in use.

25. DEWATERING: Dewatering consists of discharging accumulated storm water, groundwater, or surface water from excavations or temporary containment facilities. All dewatering operations shall comply with the latest Caltrans guidelines. Contact State representative for approval of dewatering discharge by infiltration or evaporation, otherwise, any effluent discharged into a permitted storm water system requires approval from the Regional Water Quality Control Board. Prior to the start of dewatering, the Permittee shall provide the State Representative with a dewatering and discharge work plan that complies with section 13-4.01B Submittals, Water Pollution Control, of the State of California standard specifications for construction (2010 version). A copy of the Waste Discharge Permit and a copy of a valid WDID number issued by the Regional Board shall be provided to the State representative.

oints, medium grease deposit on the
gs on the pipe. The main and manholes
way and in a U.S. Government Property
nd Midway Pacific Highway area. The
es are accessible by foot only; however
Conde St Cul-De-Sac.



CODE AT LEAST 2 WORKING DAYS PRIOR TO
 TIFICATION
 (THERN CALIFORNIA) AND OBTAIN AN INQUIRY

TO EXCAVATING WITHIN 10' OF SDG&E
 LINES, (I.E., 69 KV & HIGHER)

ICATIONS AS SHOWN ON THE PLANS ARE
 BLE TO THE CONTRACTOR AT THE
 TE THE IMPROVEMENTS THAT WILL BE

ON THE PLAN ARE APPROXIMATE.

TIMES DURING CONSTRUCTION.

ED (PH), ELEVATIONS SHOWN ON THE
 SEARCH OF THE AVAILABLE RECORD
 RACTOR'S CONVENIENCE. THE CITY
 AVAILABLE DATA. THE
 TIES EITHER SHOWN ON THE
 WITH THE SPECIFICATIONS SECTION 5-4.

NS ARE APPROXIMATE AND ARE NOT
 I OF CONFLICT AREAS. SEE PLAN VIEW.

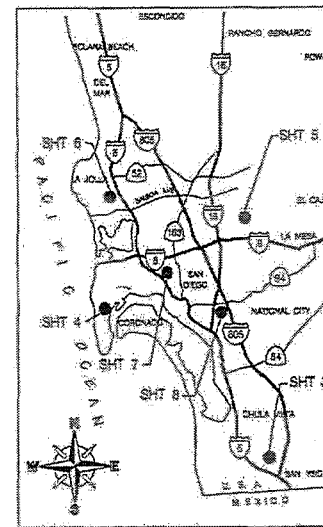
I MEETING, THE CONTRACTOR SHALL
 CONTACT THE PARK & RECREATION
 THE CEMETERY AREA MANAGER

TON

ATER PERMIT ORDER NO. R9-2013-0001

SHEET NO.	DISCIPLINE CODE	TITLE	LIMITS	PIPE		LENGTH (FT)
				SIZE (IN)	MATERIAL	
1	G-1	COVER SHEET				
2	G-2	MTS/NCTD. STANDARD CONSTRUCTION NOTES				
			SEWER			
3	C-1	SEAWARD AVENUE	STA 1+00.00 TO STA 4+49.93	8	-	349.93
4	C-2	ARMADA TERRACE	ARMADA TERRACE TO 3+46.60	8	-	246.60
5	C-3	EASEMENT MAP #5024	LAKE SHORE TO JACKSON DR	12	-	805.93
6	C-4	CAMINITO SAN LUCAS/ CAMINITO MARRISA/ CAMINITO CIRCULO SUR	CAM. SAN LUCAS TO CAM. CIRCULO SUR	8	-	452.72
7	C-5	EASEMENT MAP #18871	SPAWAR TO CONDE ST	10	-	332.22
8	C-6	MOUNT HOPE CEMETERY	STA 1+00.00 TO STA 3+77.38	8	-	274.57
				10	-	277.18
9		ABANDONMENT SHEET		TOTAL SEWER		2,739.15
10		REPLUMB DETAILS SHEET				
11		REVEGETATION/EROSION CONTROL PLAN				
NOTE		RESURFACING, CURB RAMPS, AND STORM DRAIN PROTECTION SEE SPEC'S.				
		ADDITIONAL REHAB WORK SEE SPEC'S APPENDIX G				

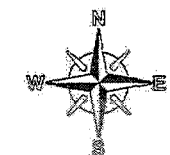
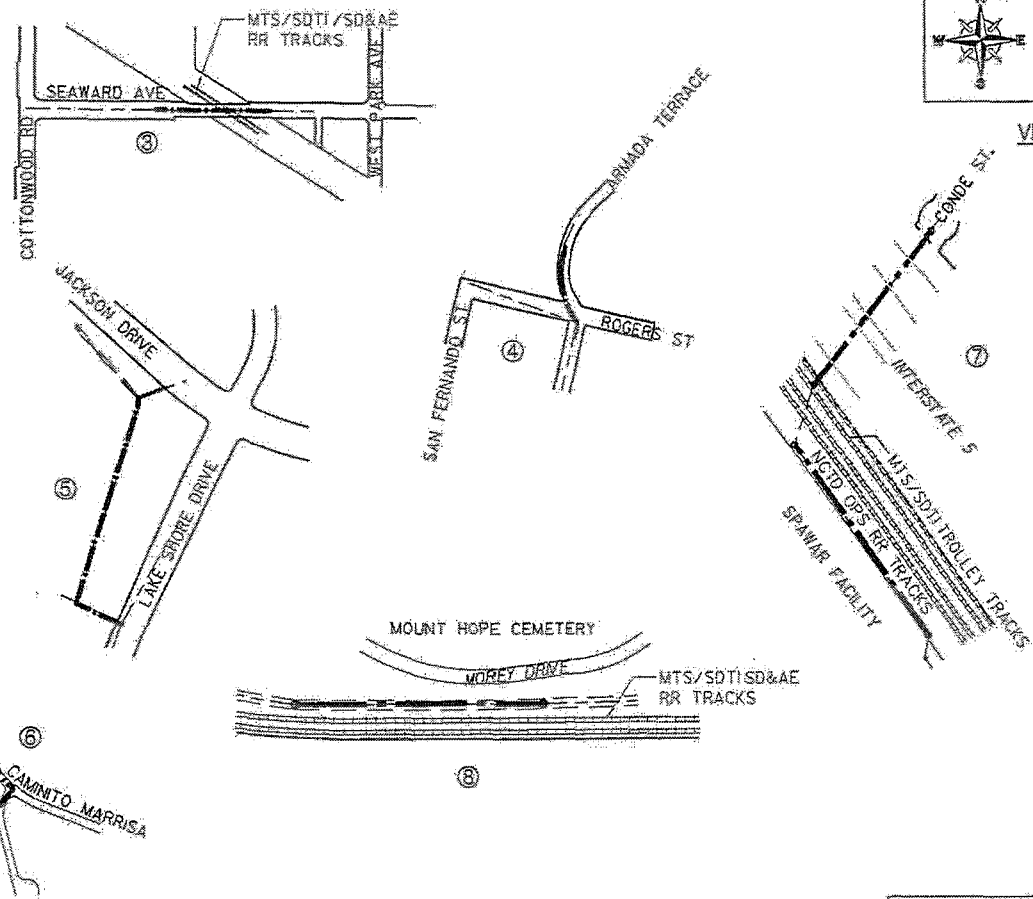
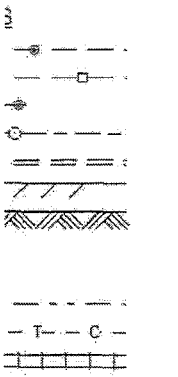
THE CONSTRUCTION OF SEWER GROUP 835
 CONSISTS OF THE REPLACEMENT AND RELOCATION
 OF 1,837 LF (0.35 MILES), AND REHABILITATION OF
 7,251 LF (1.37 MILES) OF EXISTING SEWER MAINS
 AND ALL APPURTENANCES IN ACCORDANCE WITH
 THE SPECIFICATIONS AND DRAWINGS NUMBERED
 38280-01-D TO 38280-11-D.



- TRENCH RESURFACING
- SEWER MAIN
- SEWER MANHOLE
- SEWER MAIN CLEANOUT
- REHAB. EX. SEWER MANHOLE
- HORIZONTAL DIRECTIONAL DRILLING
- PIPE REAMING
- PIPE BURST
- SEWER MAIN REHAB.
- 4" SEWER LATERAL WITH C.O. UNLESS OTHERWISE SPECIFIED
- REPLUMB SEWER LATERAL WITH C.O.
- SEWER LATERAL CONNECTION
- REHAB SEWER LATERAL (LINED) WITH C.O.
- SERVICE LATERAL CONNECTION TO REHABILITATED SEWER
- CONCRETE ENCASEMENT
- ABANDON EX MANHOLE
- SLURRY FILL ABANDONED SEWER MAIN
- FOR ADDITIONAL SYMBOLS SEE RESURFACING

DISCIPLINE CODE
 G GENERAL
 C CIVIL

- DN
- OVHD
- PVC
- PROP
- RED
- RT
- S
- SO
- S/O
- SWR
- TEL
- UNK
- VC
- WM
- WTR
- W/O
- NORTH OF
- OVER HEAD
- POLYVINYL CHLORIDE
- PROPOSED
- REDUCER
- RIGHT
- SURVEY LINE
- STUB OUT
- SOUTH OF
- SEWER
- TELEPHONE
- UNKNOWN
- VITRIFIED CLAY PIPE
- WATER METER
- WEST OF



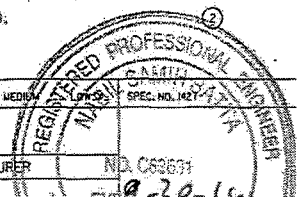
FIELD DATA
 BENCHMARK: 113.76 SEBP WEST PARK/SEAWAR
 FIELD NOTES: 142-1752
 BENCHMARK: 266-033 SEBP GAGE/GAGE PL 5
 FIELD NOTES: 200-1695
 BENCHMARK: 628.189 SEBP JACKSON/LAKESHO
 FIELD NOTES: 228-1758
 BENCHMARK: 530.773 NEBP SOLEDAD RD/SOLI
 FIELD NOTES: 238-1695
 BENCHMARK: 10.542 NEBP ROSECRANS/PACIFIC
 FIELD NOTES: 212-1707
 DATUM: MEAN SEA LEVEL
 STREETS REQUIRING 12" TRENCH CAP:
 UNIVERSITY AVENUE

APPROVED EN

Permit No.:

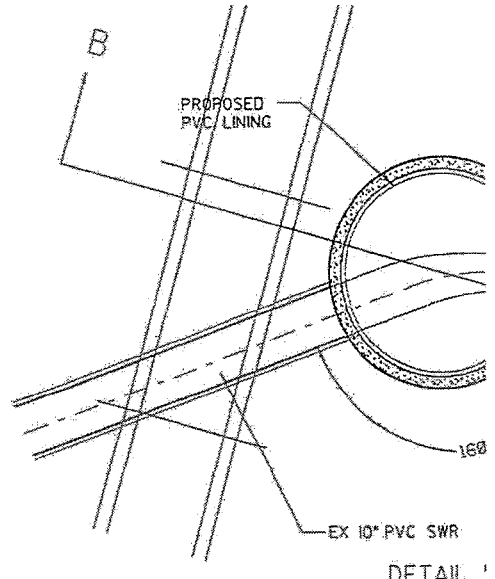
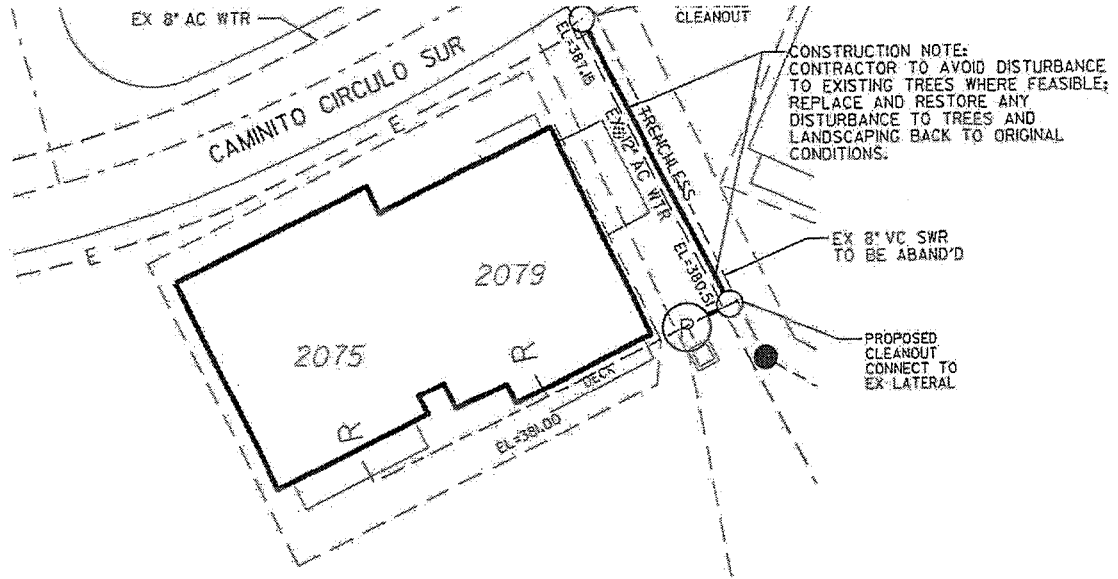
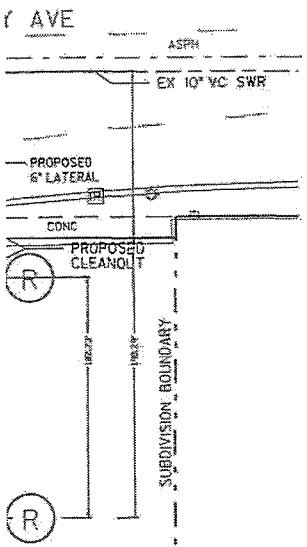
Date:

LEGEND:
 ABAND'D. SEWER MAIN
 PROP. SEWER MAIN
 EXIST. SEWER MAIN
 SHEET NO.



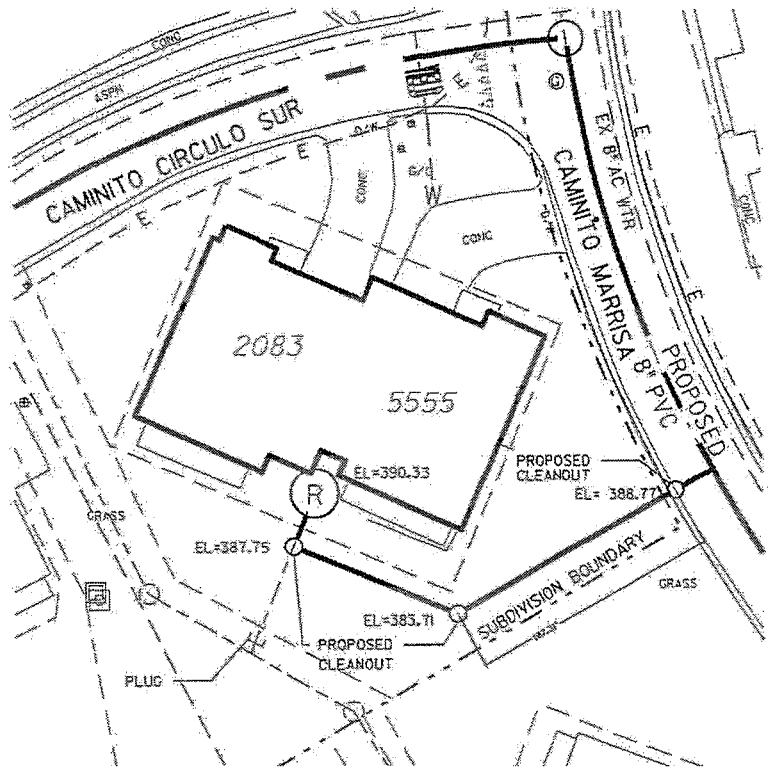
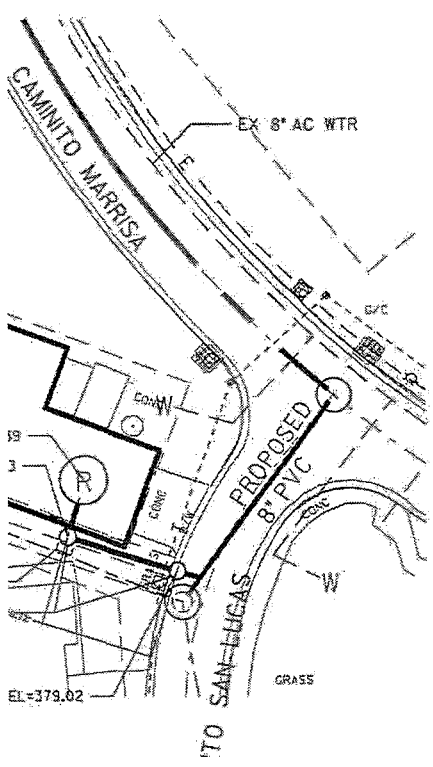
CONSTRUCTION SITE STORM WATER PRIORITY INSPECTION FREQUENCY: HIGH		NO. 1	NO. 2	NO. 3	NO. 4	NO. 5	NO. 6	NO. 7	NO. 8	NO. 9	NO. 10	NO. 11	NO. 12
AS-BUILT INFORMATION													
MATERIALS						MANUFACTURER							
PIPE STD. 15 (SEWER)						NO. C69831							

ENDUM WARNING:



DETAIL
NOT TO SCALE
SEE SHEET

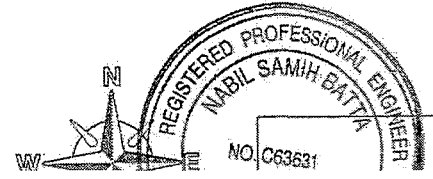
2075 CAMINITO CIRCULO SUR
2079 CAMINITO CIRCULO SUR
SHEET NO. 6



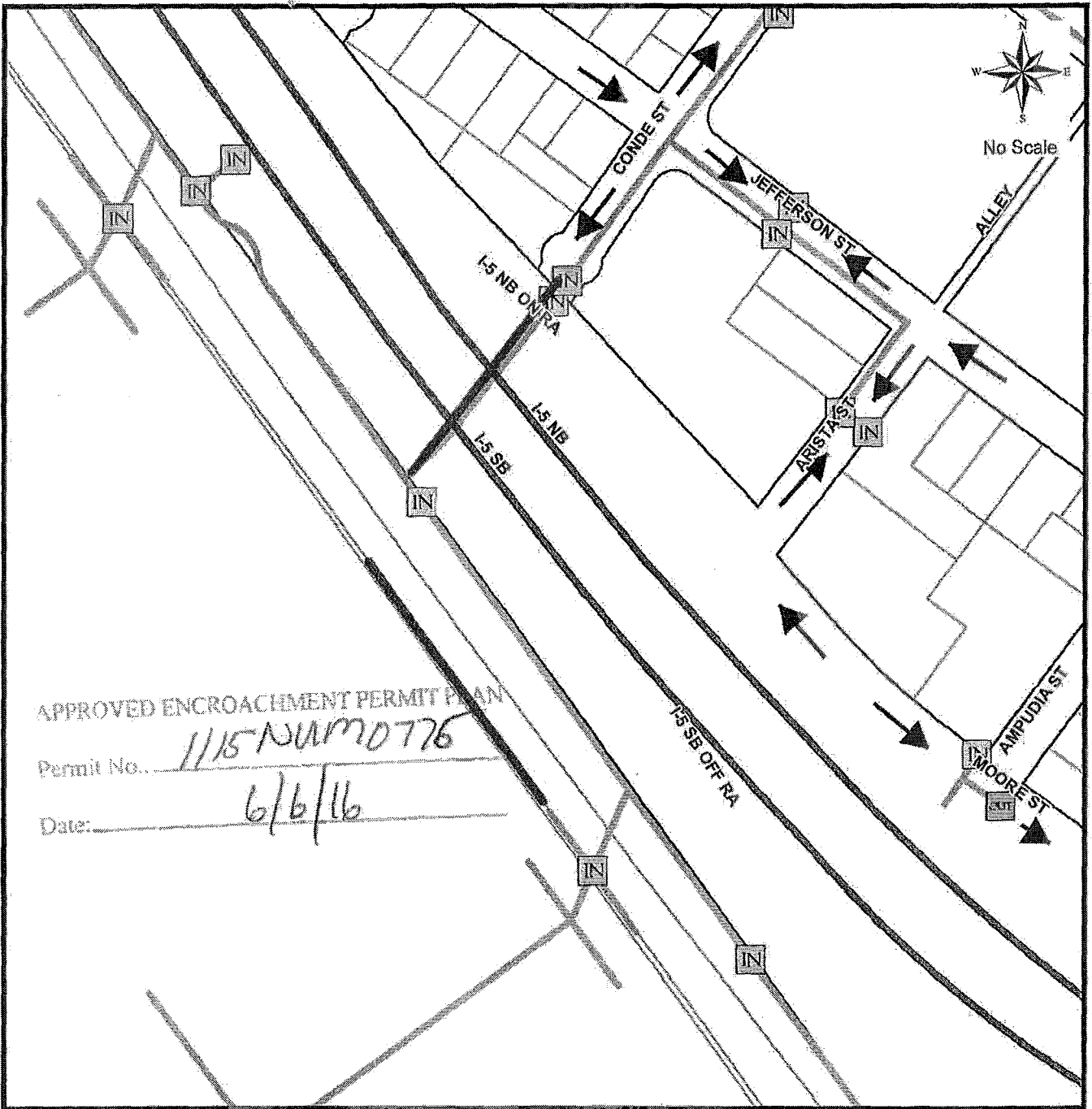
APPROVED ENCROACHMENT PERMIT PLAN
 Permit No.: 1115NUM076
 Date: 6/6/16

NOTES FOR ALL REPLUMBS:

1. CONTRACTOR TO VERIFY THE CONNECTION PT., IE. LOCATION OF EXISTING LATERAL AND COORDINATE INSTALLATION OF NEW LATERAL WITH THE PROPERTY OWNER.
2. CONTRACTOR TO REMOVE AND/OR REPLACE ALL EXISTING IMPROVEMENTS AS REQUIRED FOR NEW LATERAL CONSTRUCTION. REPLACE ALL DAMAGED IMPROVEMENTS TO MATCH EXISTING CONDITIONS, LIKE AND KIND.
3. CONTRACTOR SHALL INSTALL PLUG TO CAP OLD LATERAL DURING REPLUMBING OF SEWER LATERAL

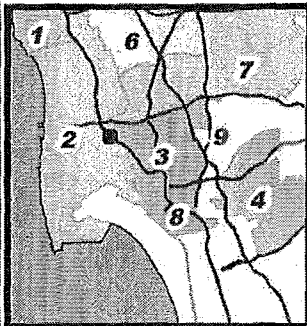







SEWER GROUP 835



APPROVED ENCROACHMENT PERMIT PLAN
 Permit No. 1115 NUNM0776
 Date: 6/6/16

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- Legend**
-  Inlet
 -  Outlet
 -  Drain Pipe
 -  Storm Drain Flow
 -  Sewer Group 835

STORM DRAIN PROTECTION PLAN SHEET 24



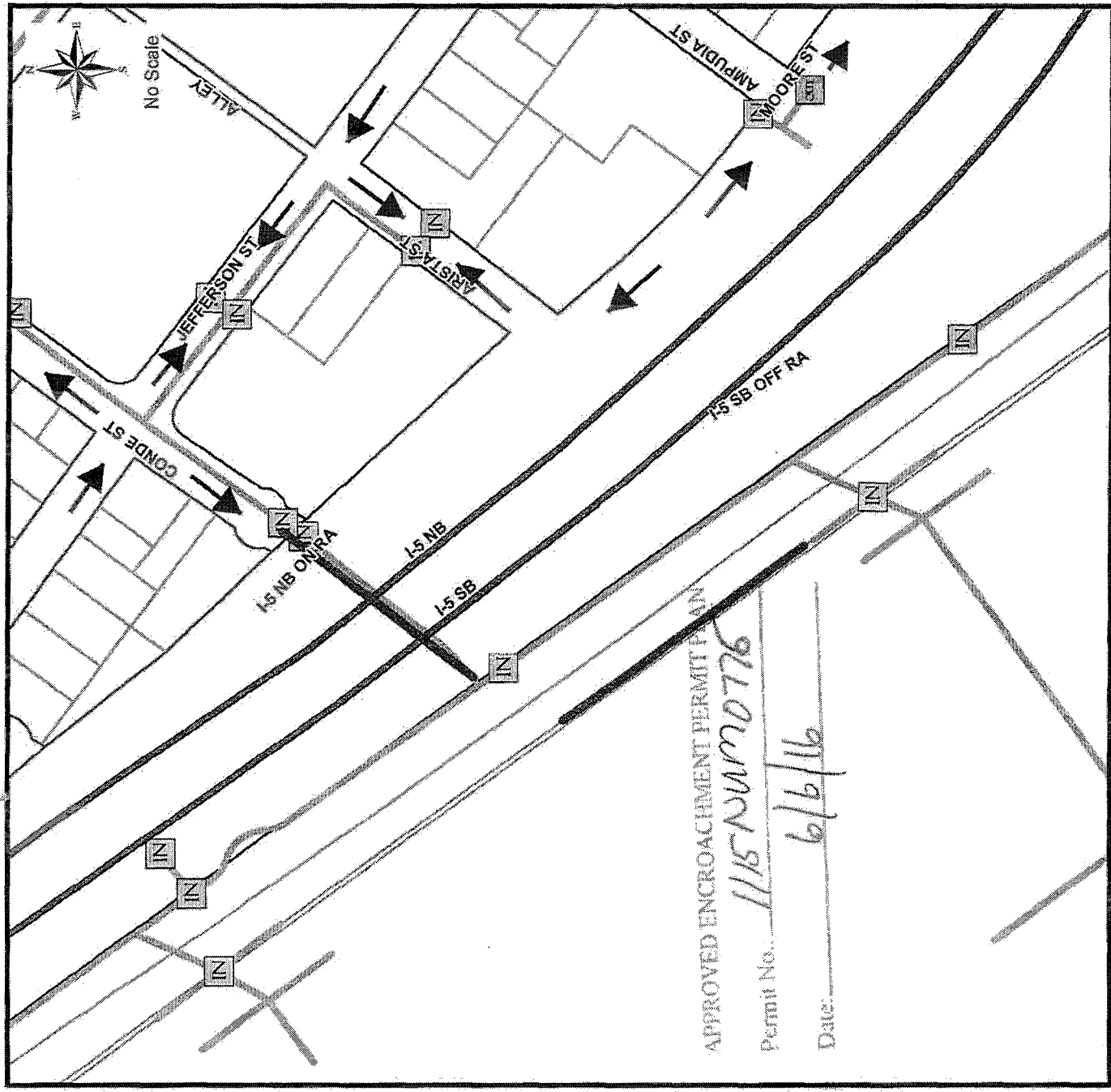
COMMUNITY NAME: OLD TOWN

COUNCIL DISTRICT: 3

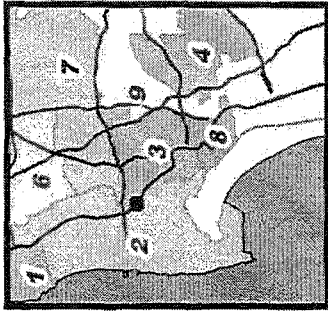
SAP ID: B13157 (S)



SEWER GROUP 835



APPROVED ENCROACHMENT PERMIT PLAN
 Permit No. 115 NUNMD776
 Date: 6/6/16



Legend STORM DRAIN PROTECTION PLAN SHEET 24

- Inlet
- Outlet
- Drain Pipe
- Storm Drain Flow
- Sewer Group 835



COMMUNITY NAME: OLD TOWN

COUNCIL DISTRICT: 3

SAP ID: B13157 (S)

Date: September 17, 2015
 Sewer Group 835

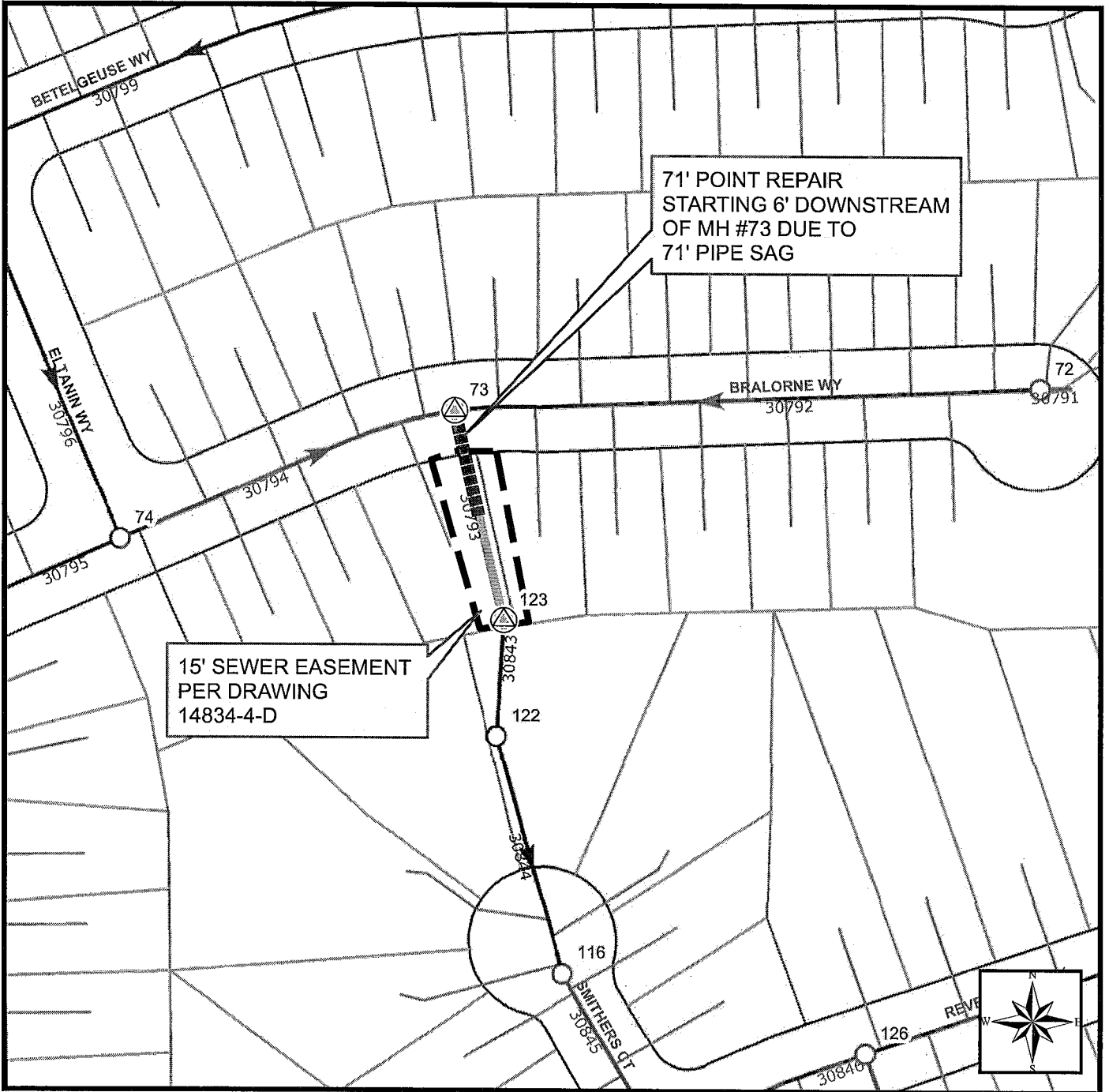


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APPENDIX G

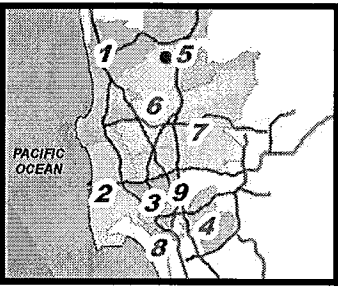
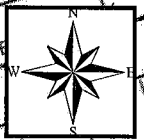
SEWER REHAB DESIGN EXHIBIT SHEETS

SEWER GROUP 835 REHAB 1 OF 19



15' SEWER EASEMENT
PER DRAWING
14834-4-D

71' POINT REPAIR
STARTING 6' DOWNSTREAM
OF MH #73 DUE TO
71' PIPE SAG



Legend

- Flow Direction Arrows
- Rehab Manhole
- Existing Manhole
- Sewer Main Rehab
- Ex. Mains
- Ex. Laterals
- Ex. Easement
- Point Repair

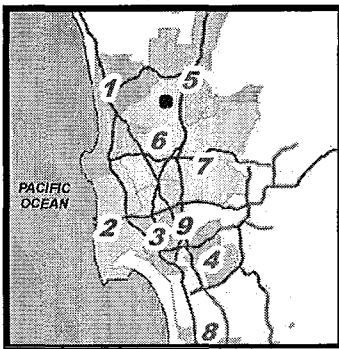
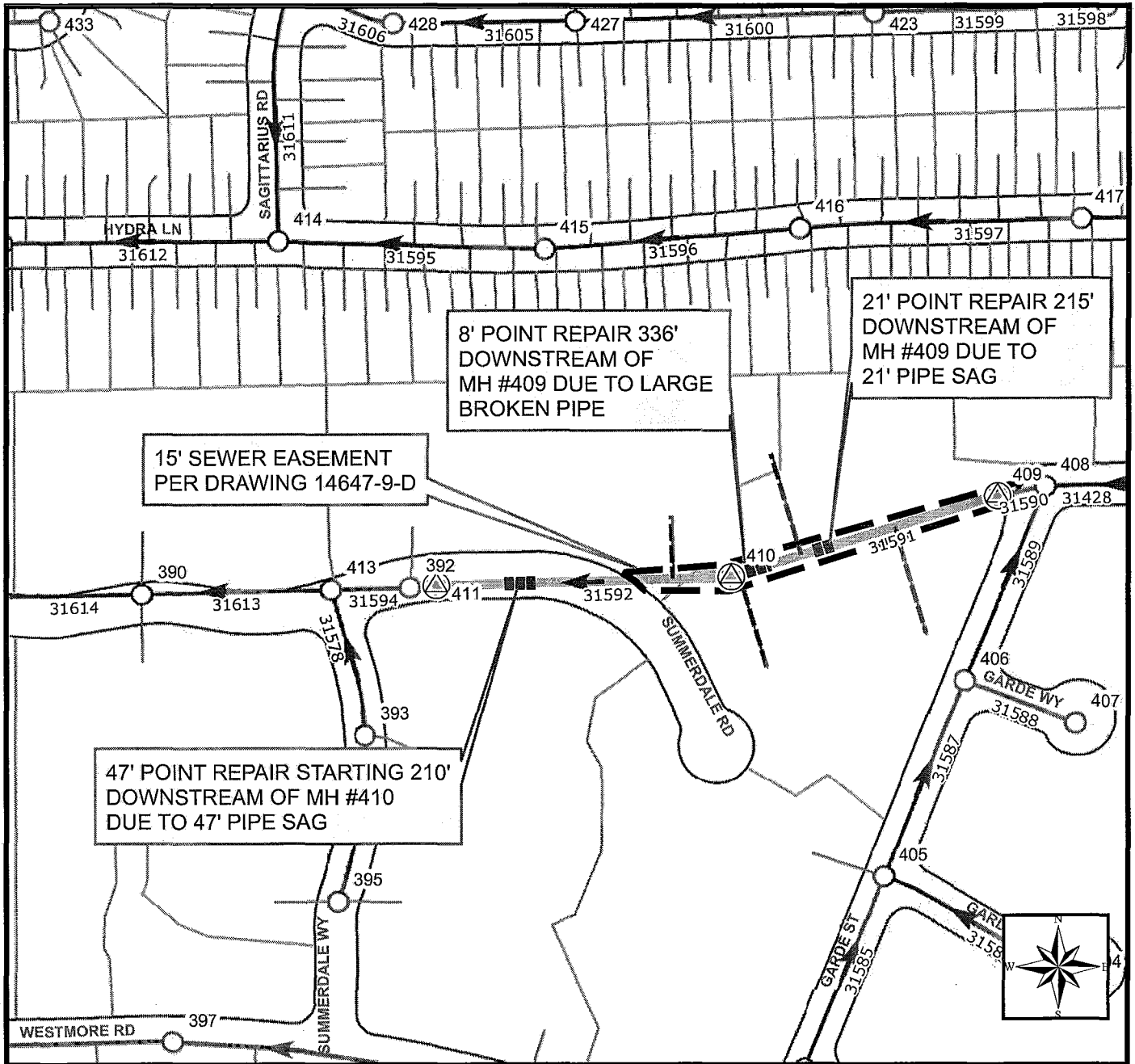


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SEWER GROUP 835 REHAB 2 OF 19



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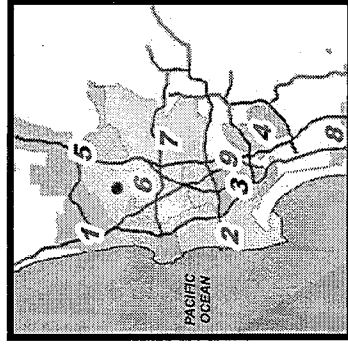
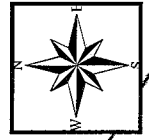
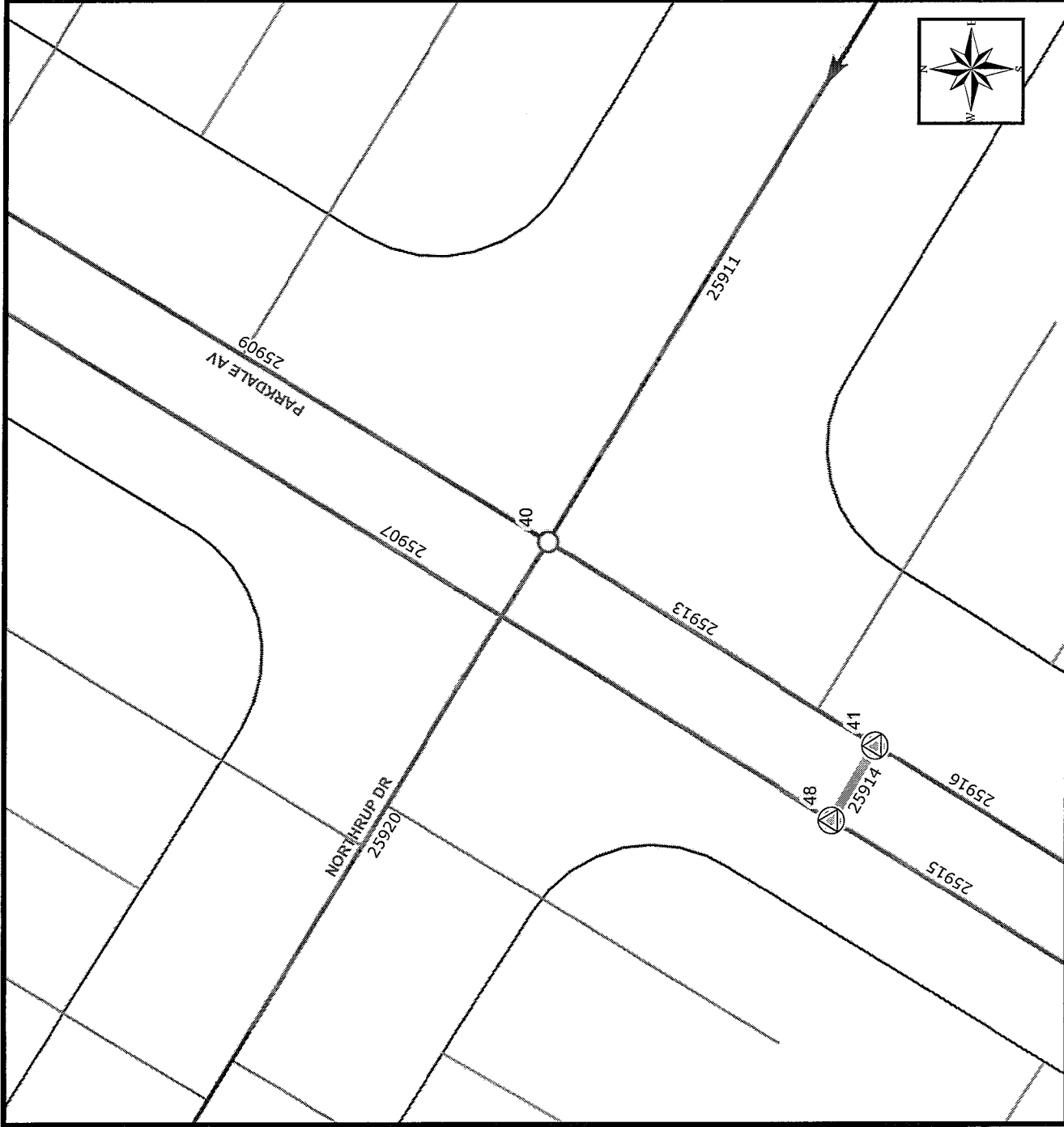


Legend

- Flow Direction Arrows
- Sewer Main Rehab
- Rehab Manhole
- Rehab Ex. Sewer Connections and/or Sewer Laterals
- Point Repair
- Ex. Easement
- Ex. Mains
- Ex. Laterals
- Existing Manhole



SEWER GROUP 835 REHAB 3 OF 19



Legend

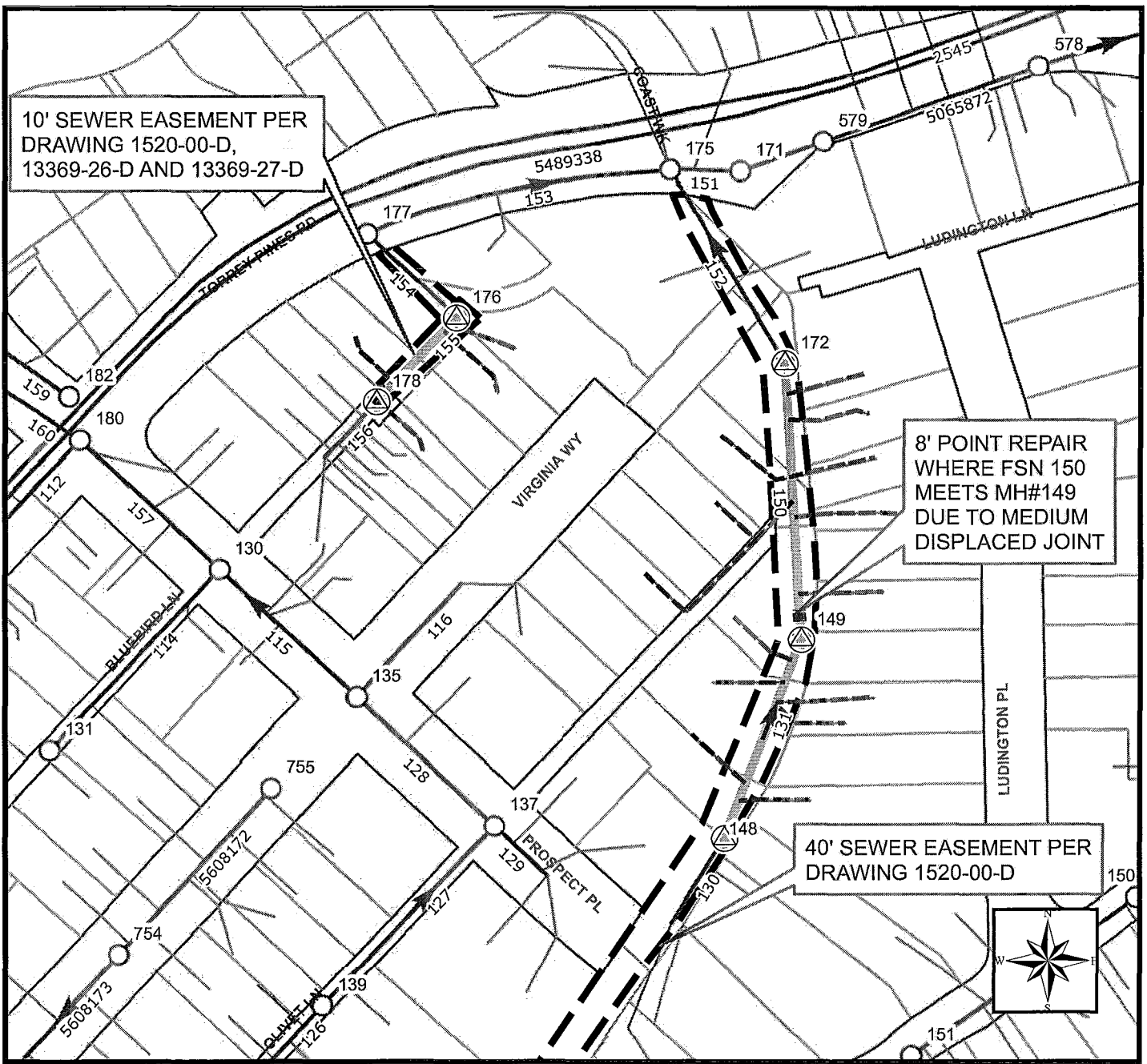
- Sewer Main Rehab
- Ex. Laterals
- Flow Direction Arrows
- Rehab Manhole
- Existing Manhole
- Ex. Mains

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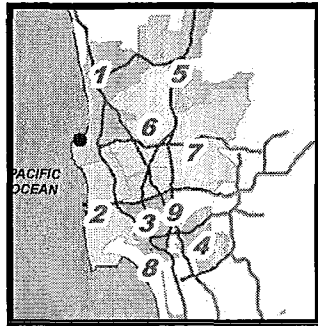


SEWER GROUP 835 REHAB 4 OF 19

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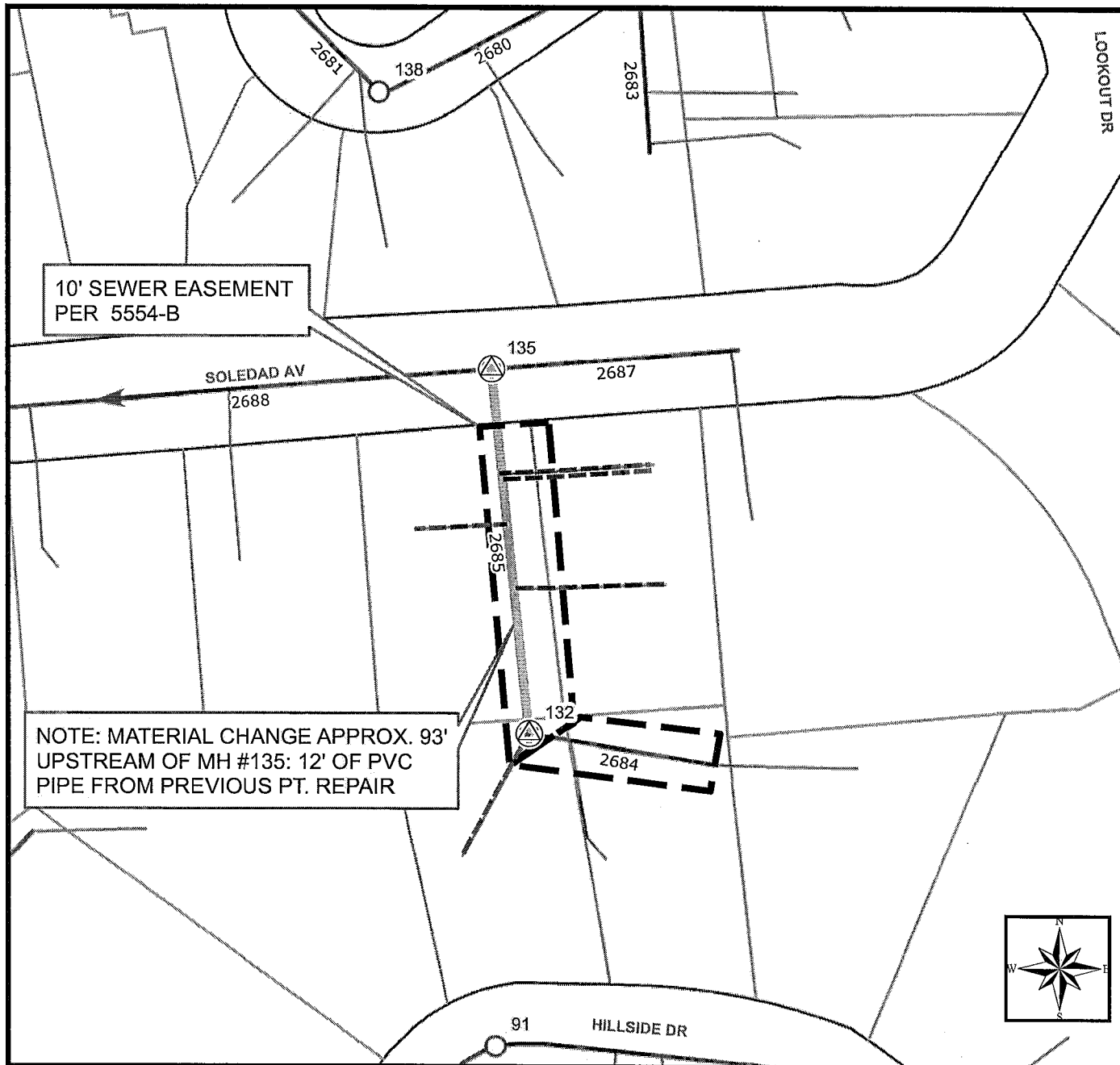
Legend



- Flow Direction Arrows
- Rehab Manhole
- Rehab Ex. Sewer Connections and/or Sewer Laterals
- Point Repair
- Ex. Easement
- Sewer Main Rehab
- Existing Manhole
- Ex. Mains
- Ex. Laterals

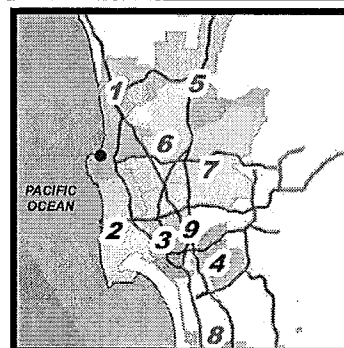
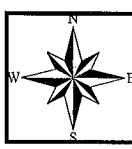


SEWER GROUP 835 REHAB 5 OF 19



10' SEWER EASEMENT
PER 5554-B

NOTE: MATERIAL CHANGE APPROX. 93'
UPSTREAM OF MH #135: 12' OF PVC
PIPE FROM PREVIOUS PT. REPAIR



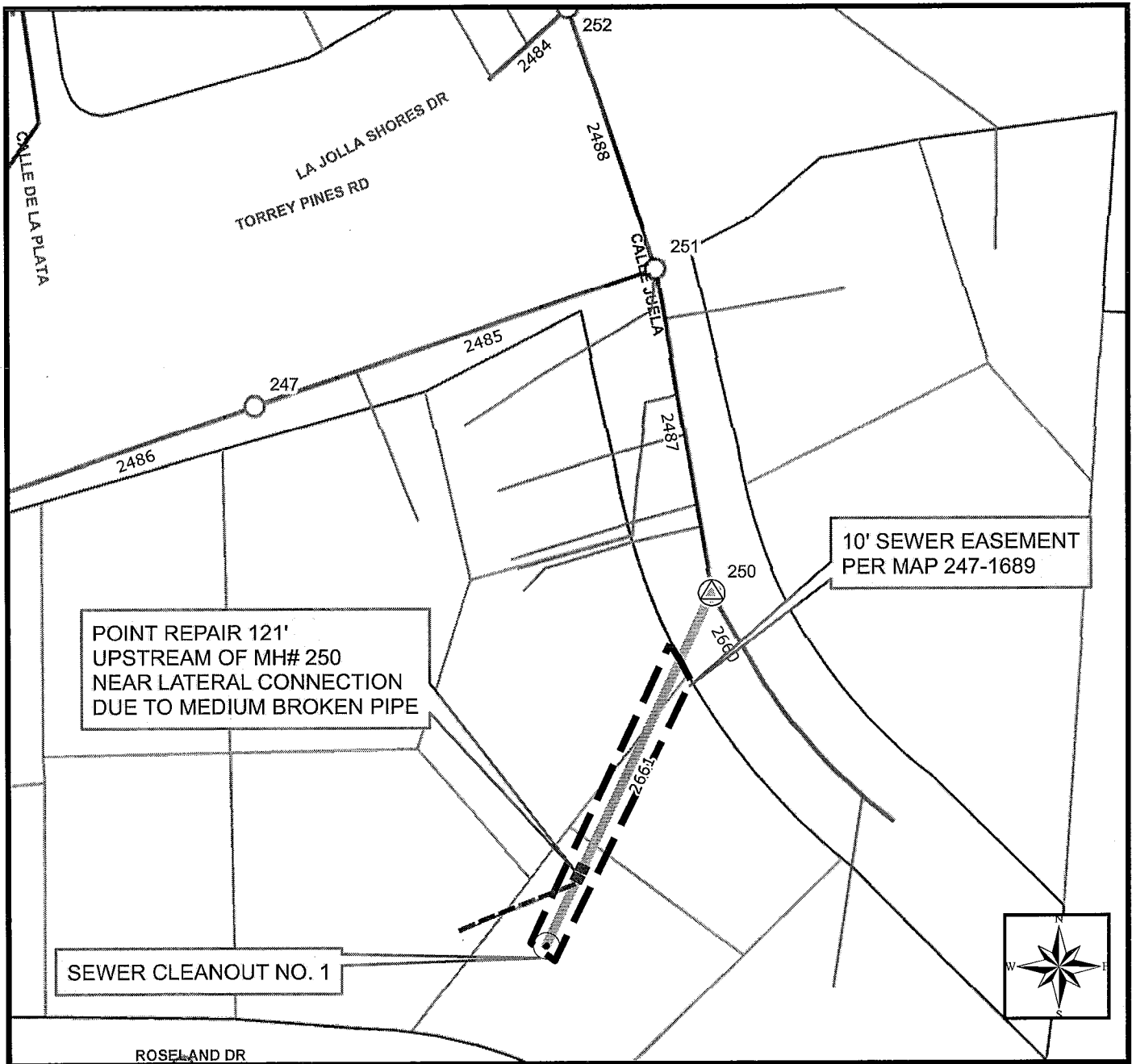
Legend

- Flow Direction Arrows
- Rehab Manhole
- Rehab Ex. Sewer Connections and/or Sewer Laterals
- Ex. Easement
- Sewer Main Rehab
- Existing Manhole
- Ex. Mains
- Ex. Laterals



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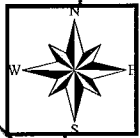
SEWER GROUP 835 REHAB 6 OF 19



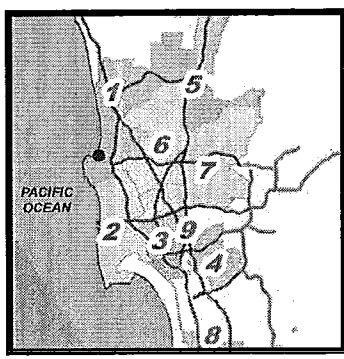
POINT REPAIR 121'
UPSTREAM OF MH# 250
NEAR LATERAL CONNECTION
DUE TO MEDIUM BROKEN PIPE

10' SEWER EASEMENT
PER MAP 247-1689

SEWER CLEANOUT NO. 1



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Legend

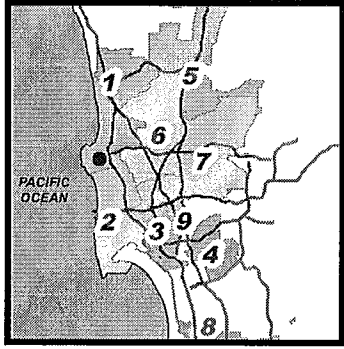
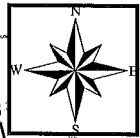
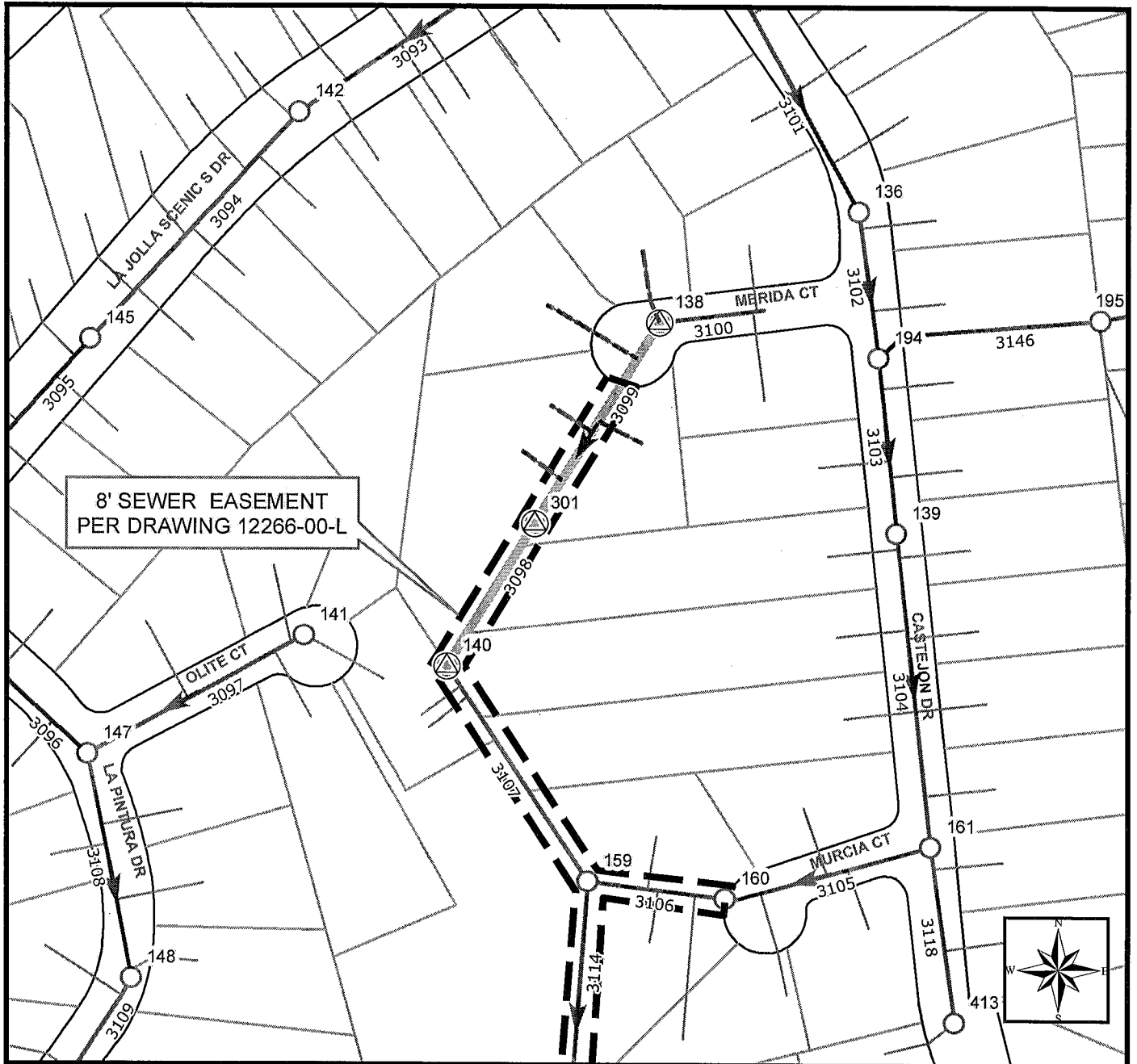
- Sewer Main Rehab
- Ex. Mains
- Flow Direction Arrows
- Ex. Laterals
- Rehab Manhole
- Proposed Cleanout
- Exiting Manhole
- Point Repair
- Rehab Ex. Sewer Connections and/or Sewer Laterals
- Ex. Easement



SEWER GROUP 835 REHAB 7 OF 19



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Legend

- Sewer Main Rehab
- Ex. Laterals
- Flow Direction Arrows
- Ex. Easement
- Rehab Manhole
- Rehab Ex. Sewer Connections and/or Sewer Laterals
- Existing Manhole
- Ex. Mains

COMMUNITY NAME: LA JOLLA

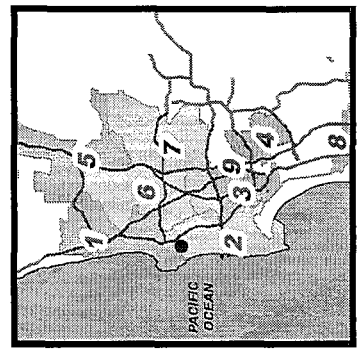
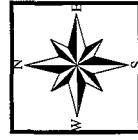
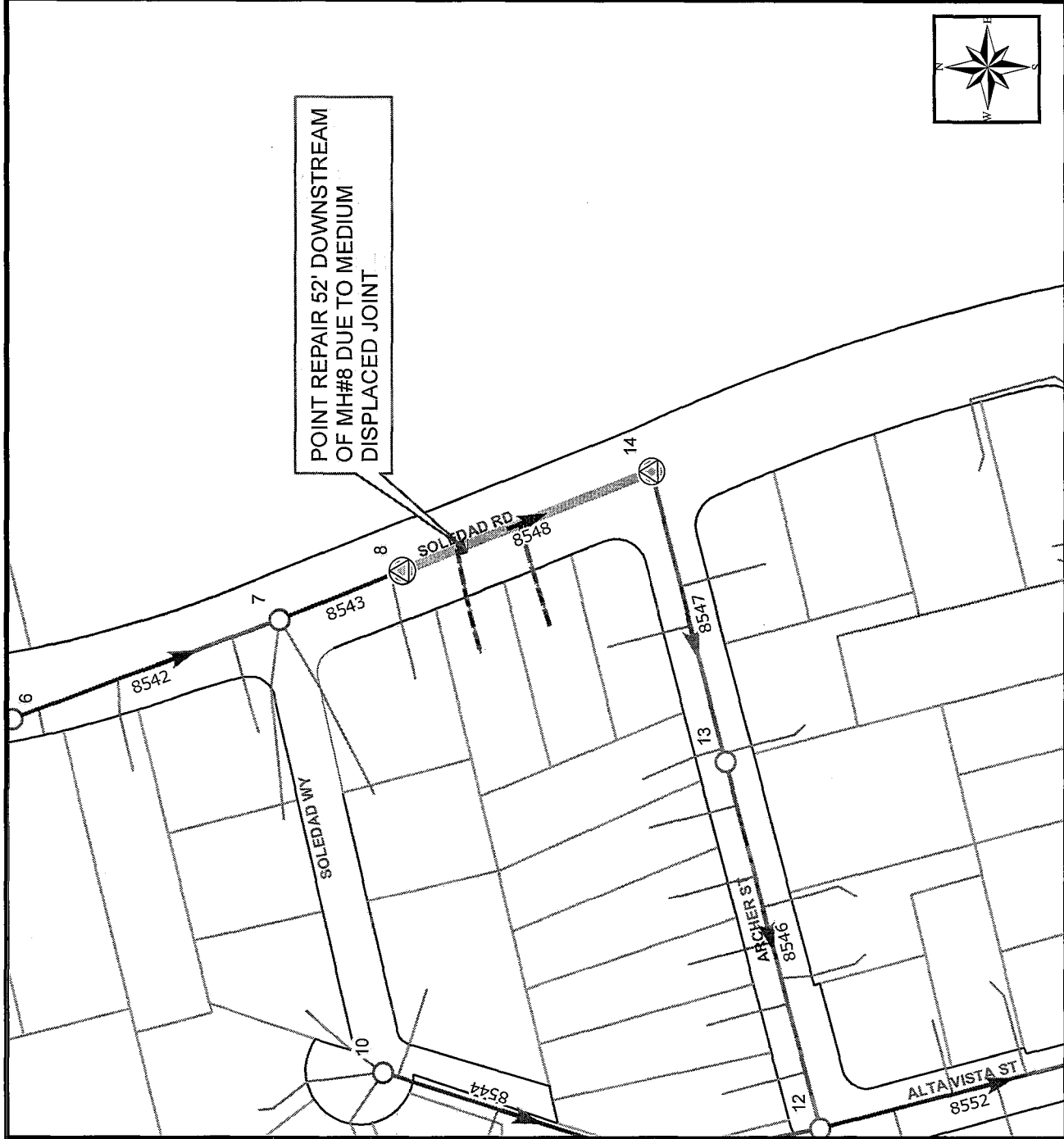
COUNCIL DISTRICT: 1

SAP ID: B13157 (S)

Date: September 23, 2015



SEWER GROUP 835 REHAB 8 OF 19



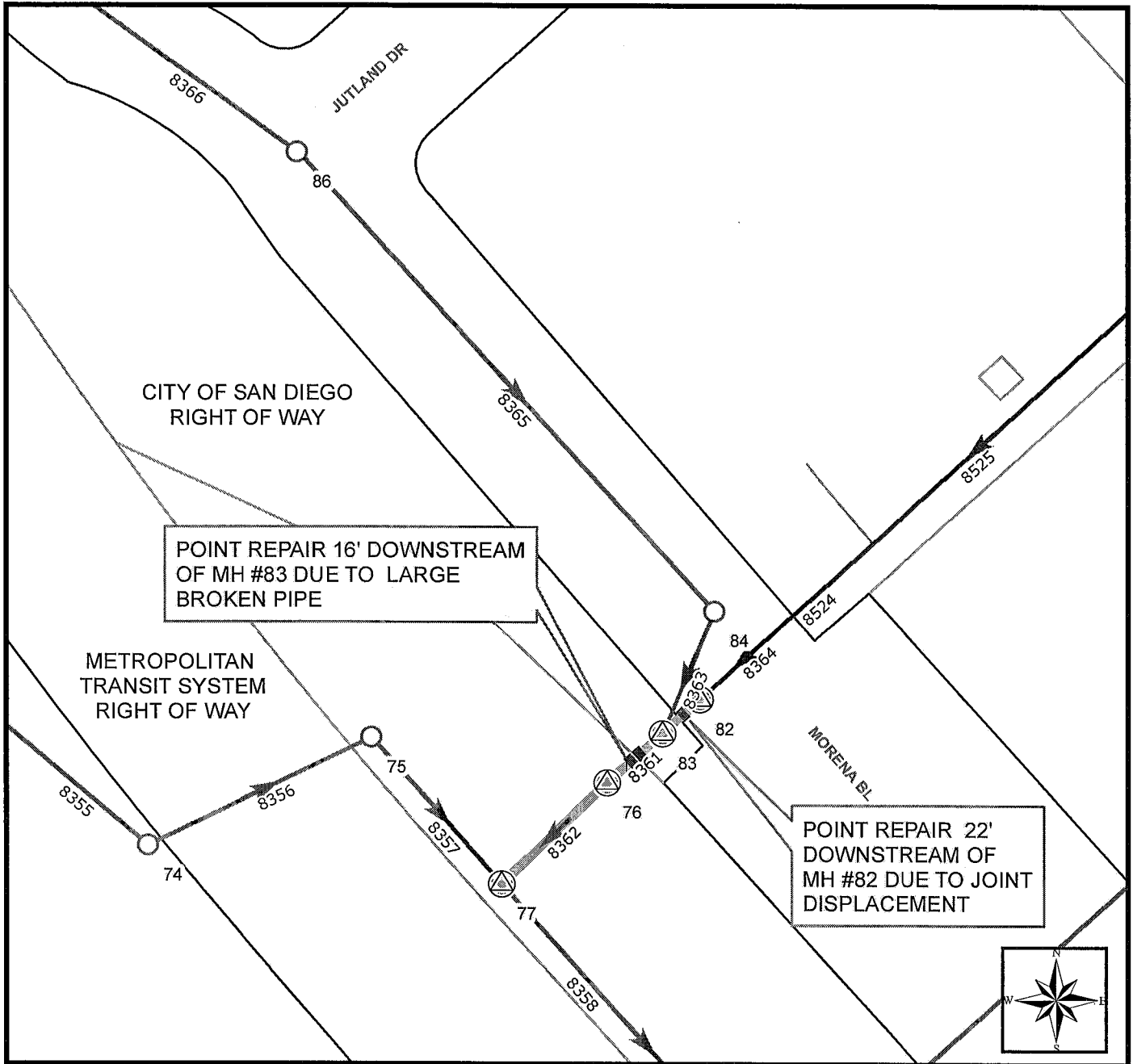
Legend

- Sewer Main Rehab
- Ex. Laterals
- Flow Direction Arrows
- Rehab Manhole
- Existing Manhole
- Ex. Mains
- Rehab Ex. Sewer Connections and/or Sewer Laterals

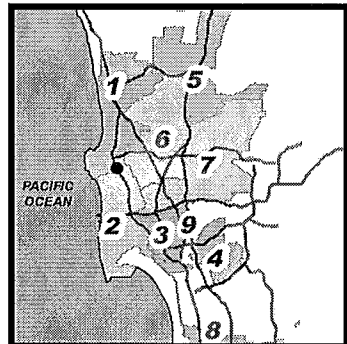
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SEWER GROUP 835 REHAB 9 OF 19



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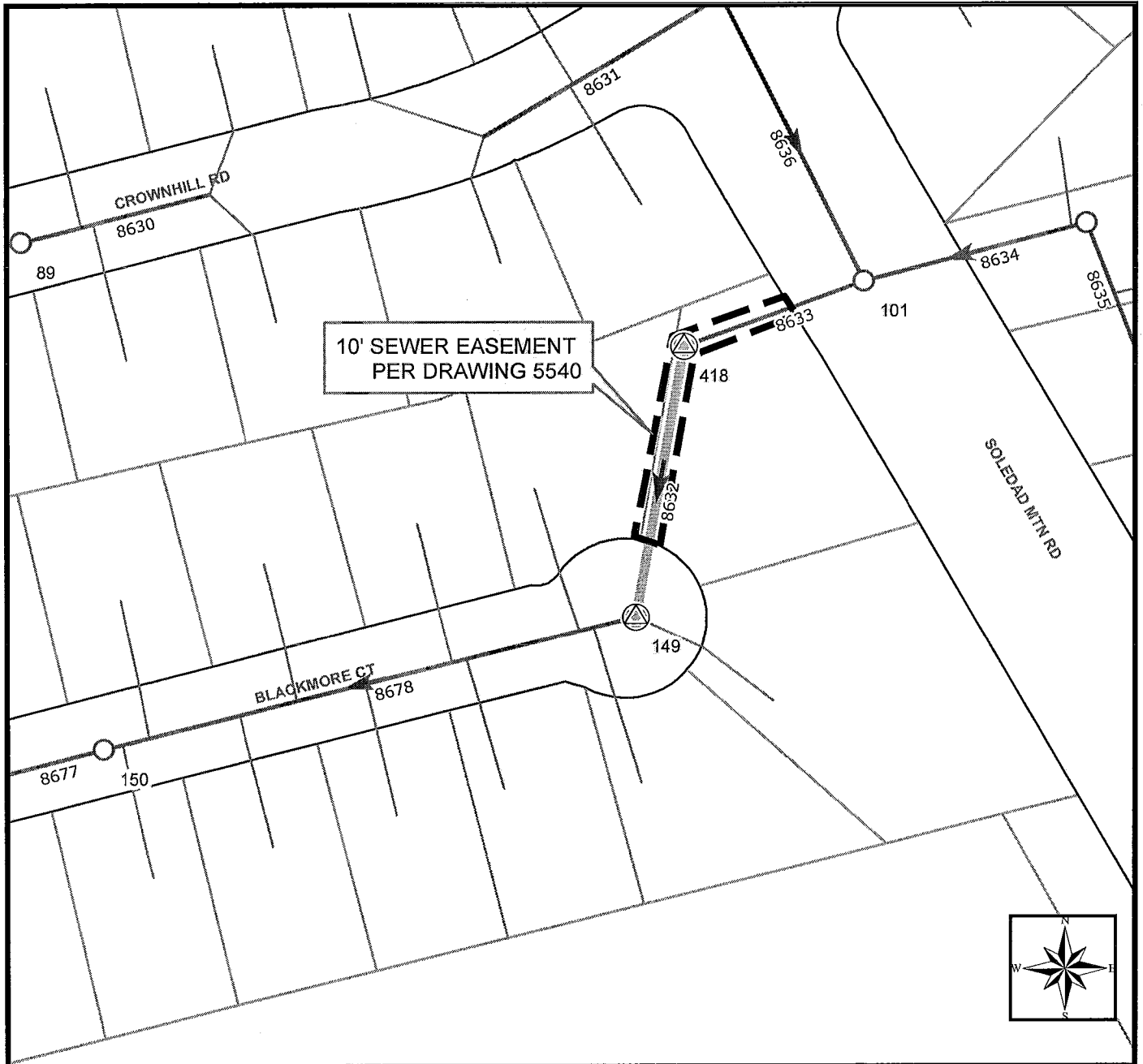


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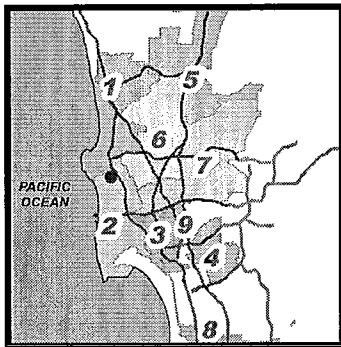
- Sewer Main Rehab
- Ex. Laterals
- Flow Direction Arrows
- Point Repair
- Rehab Manhole
- Existing Manhole
- Ex. Mains



SEWER GROUP 835 REHAB 10 OF 19



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Legend

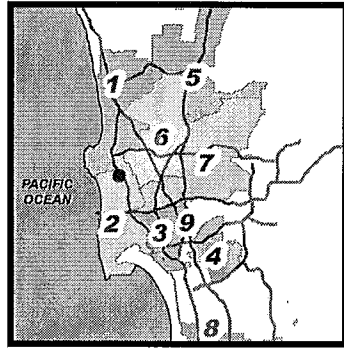
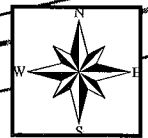
- Sewer Main Rehab
- Ex. Laterals
- Flow Direction Arrows
- Ex. Easement
- Rehab Manhole
- Existing Manhole
- Ex. Mains
- Rehab Ex. Sewer Connections and/or Sewer laterals



SEWER GROUP 835 REHAB 11 OF 19



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Legend

- Sewer Main Rehab
- Ex. Laterals
- Flow Direction Arrows
- Rehab Ex. Sewer Connections and/or Sewer Laterals
- Rehab Manhole
- Existing Manhole
- Ex. Mains

COMMUNITY NAME: PACIFIC BEACH

COUNCIL DISTRICT: 2

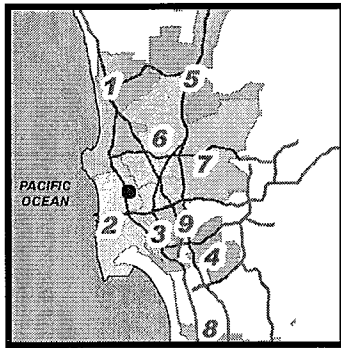
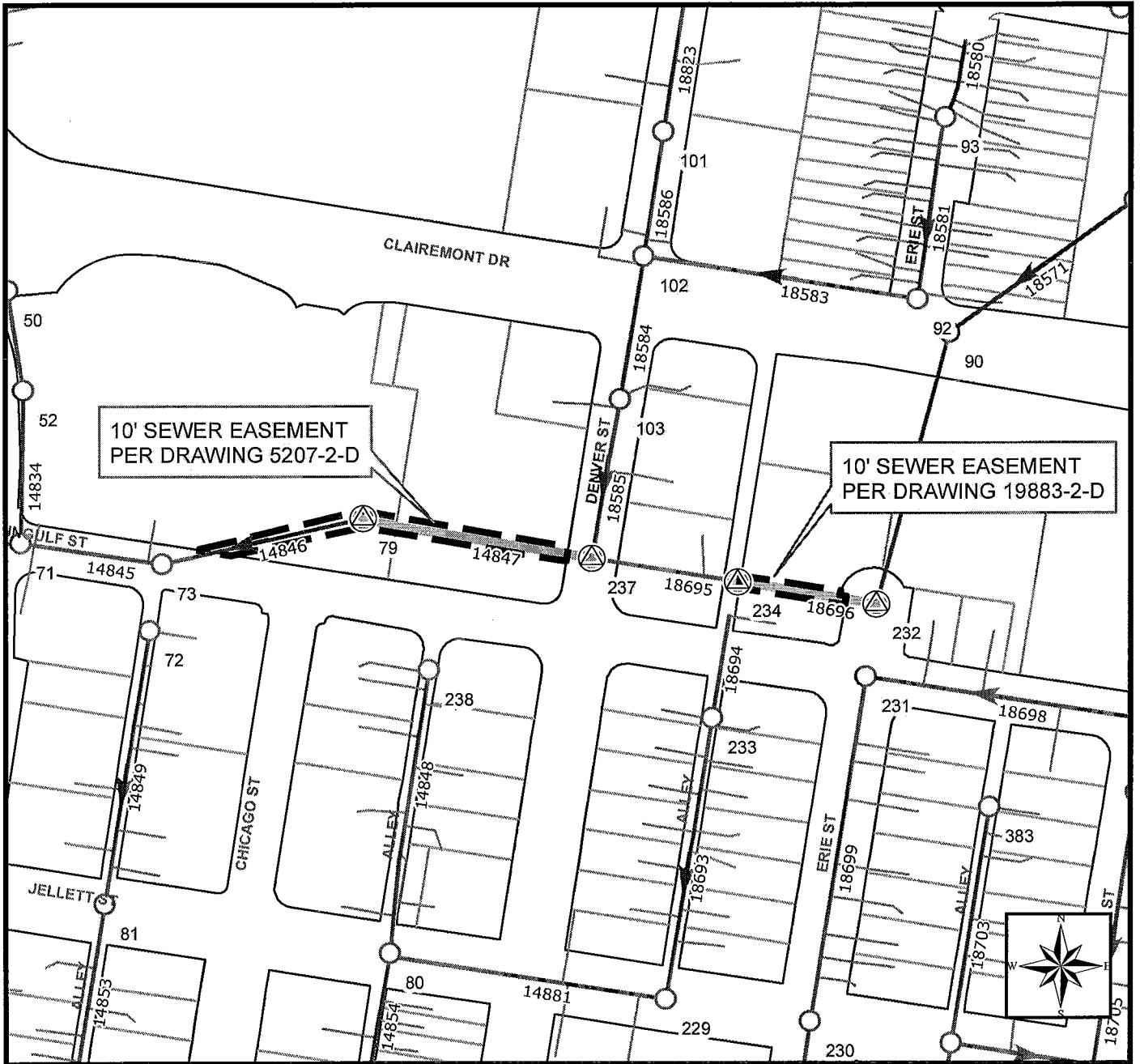
SAP ID: B13157 (S)

Date: September 23, 2015



SEWER GROUP 835 REHAB 12 OF 19

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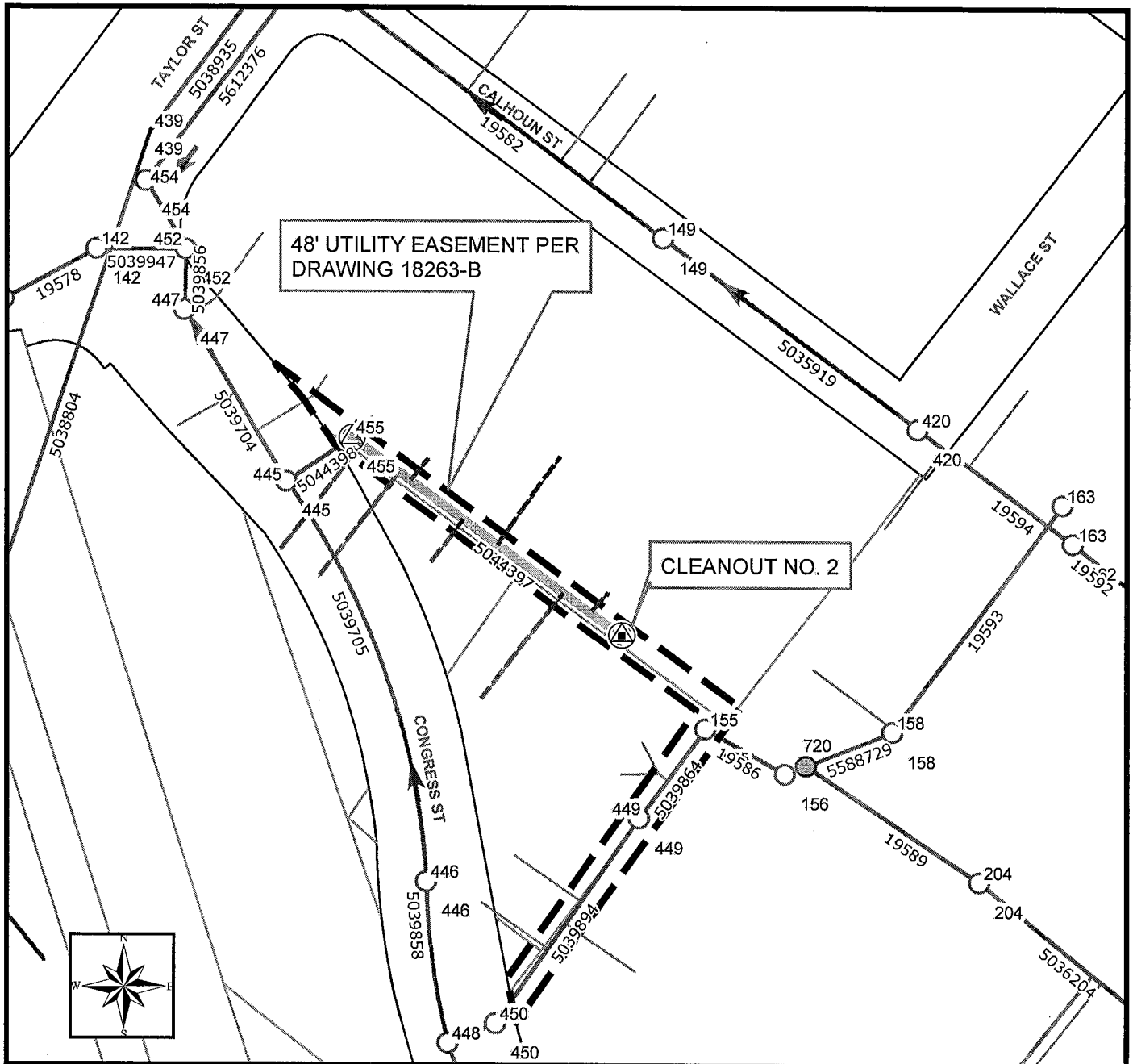


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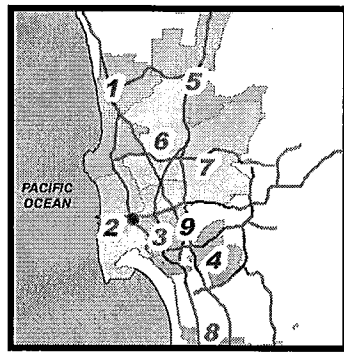
- Sewer Main Rehab
- Ex. Laterals
- Flow Direction Arrows
- Ex. Easement
- Rehab Manhole
- Existing Manhole
- Ex. Mains



SEWER GROUP 835 REHAB 13 OF 19



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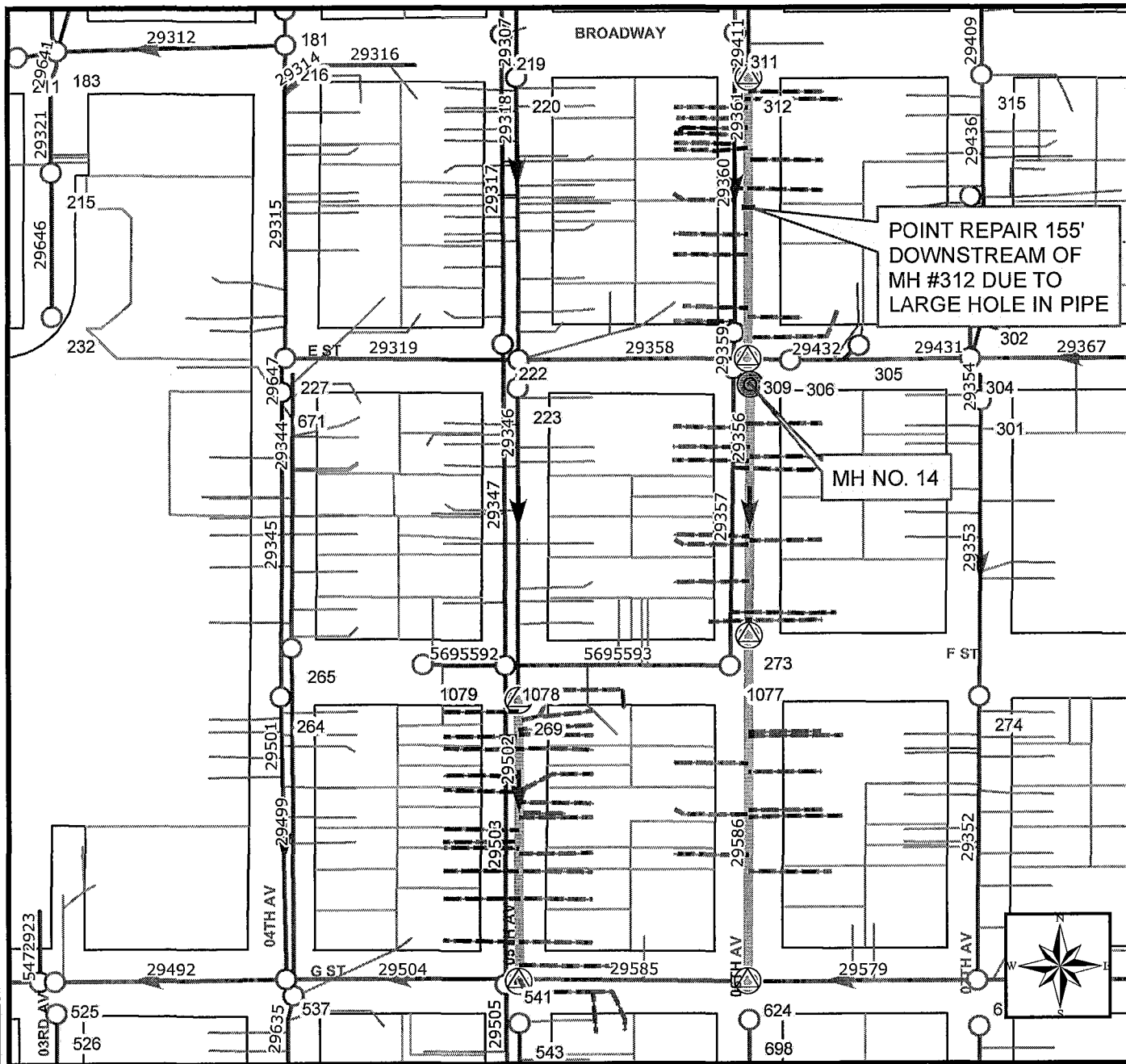


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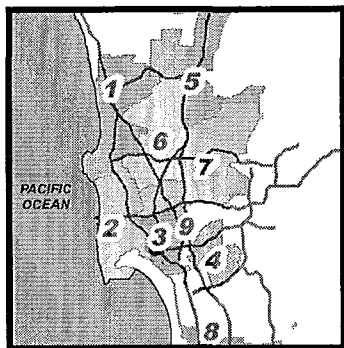
Sewer Main Rehab	Rehab Manhole	Ex. Laterals
Flow Direction Arrows	Ex. Drop Manhole	Ex. Easement
Proposed Cleanout	Existing Manhole	
Ex. Mains		
Rehab Ex. Sewer Connections and/or sewer Laterals		












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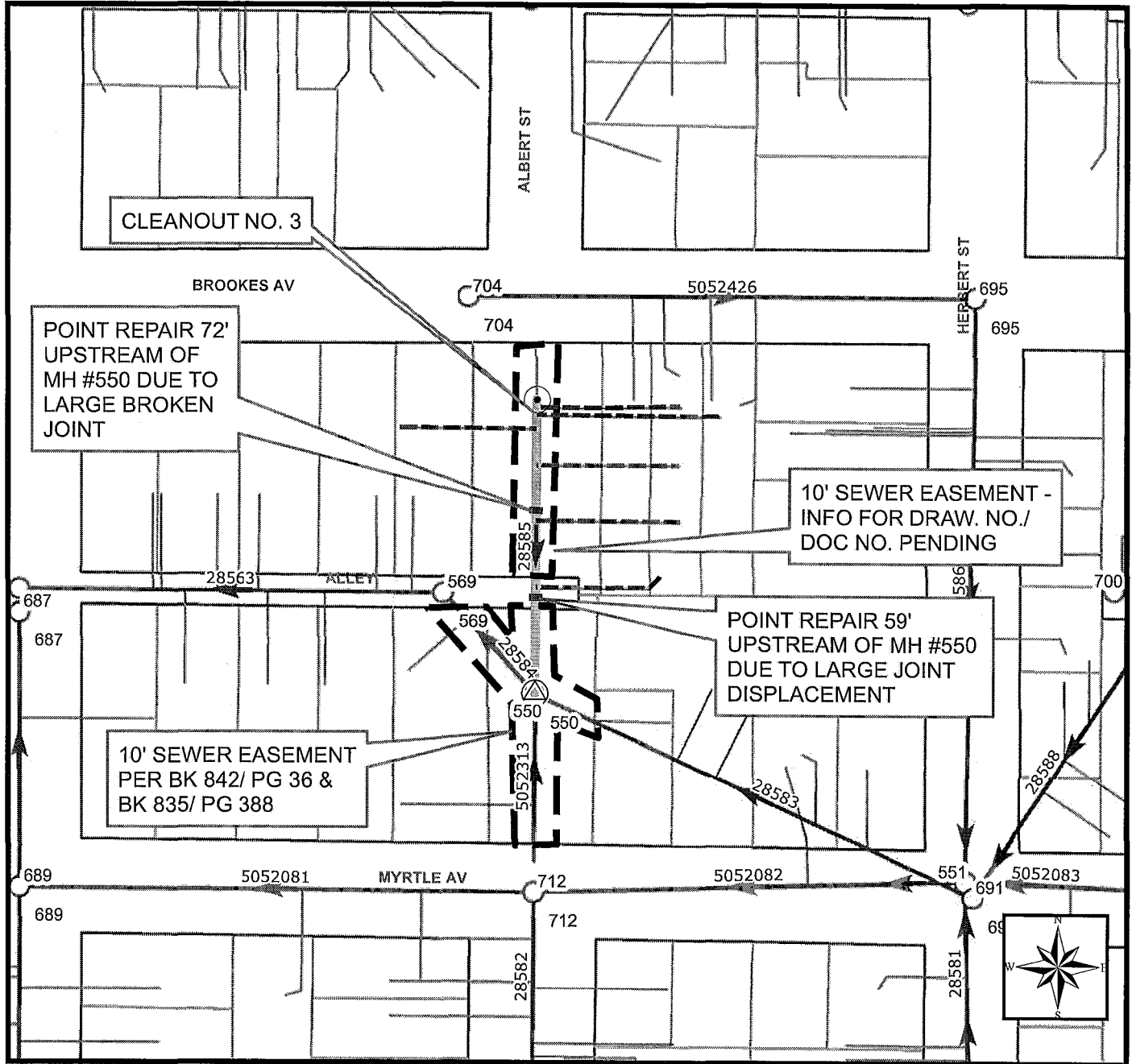


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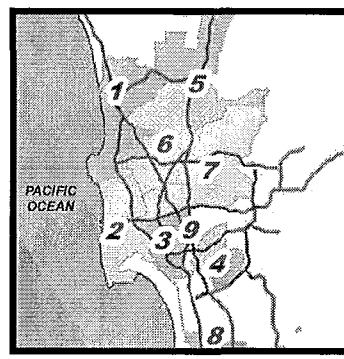
-  Sewer Main Rehab
-  Ex. Mains
-  Flow Direction Arrows
-  Ex. Laterals
-  Proposed Manhole
-  Rehab Manhole
-  Existing Manhole
-  Point Repair
-  Rehab Ex. Sewer Connections and/or Sewer Laterals



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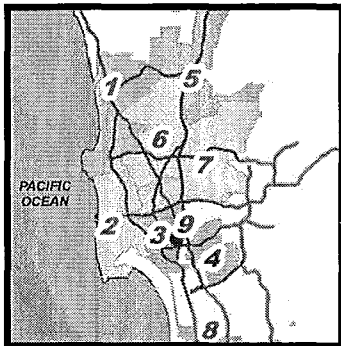
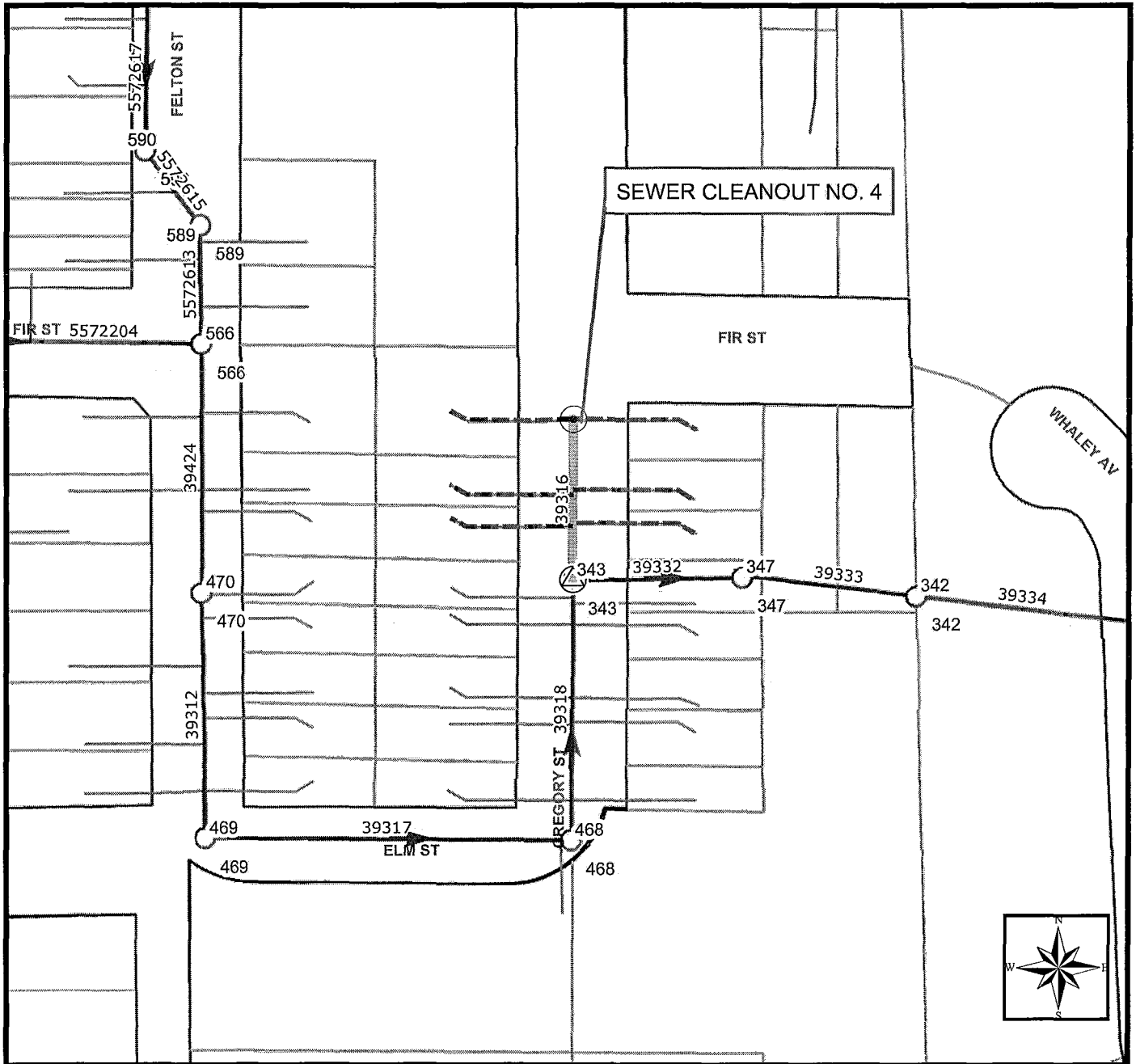
- Sewer Main Rehab
- Flow Direction Arrows
- Rehab Manhole
- Proposed Cleanout
- Ex. Mains
- Ex. Laterals
- Point Repair
- Rehab Ex. Sewer Connections and/or Sewer Laterals
- Existing Manhole



SEWER GROUP 835 REHAB 16 OF 19



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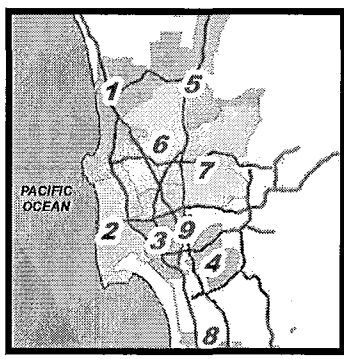
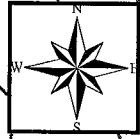
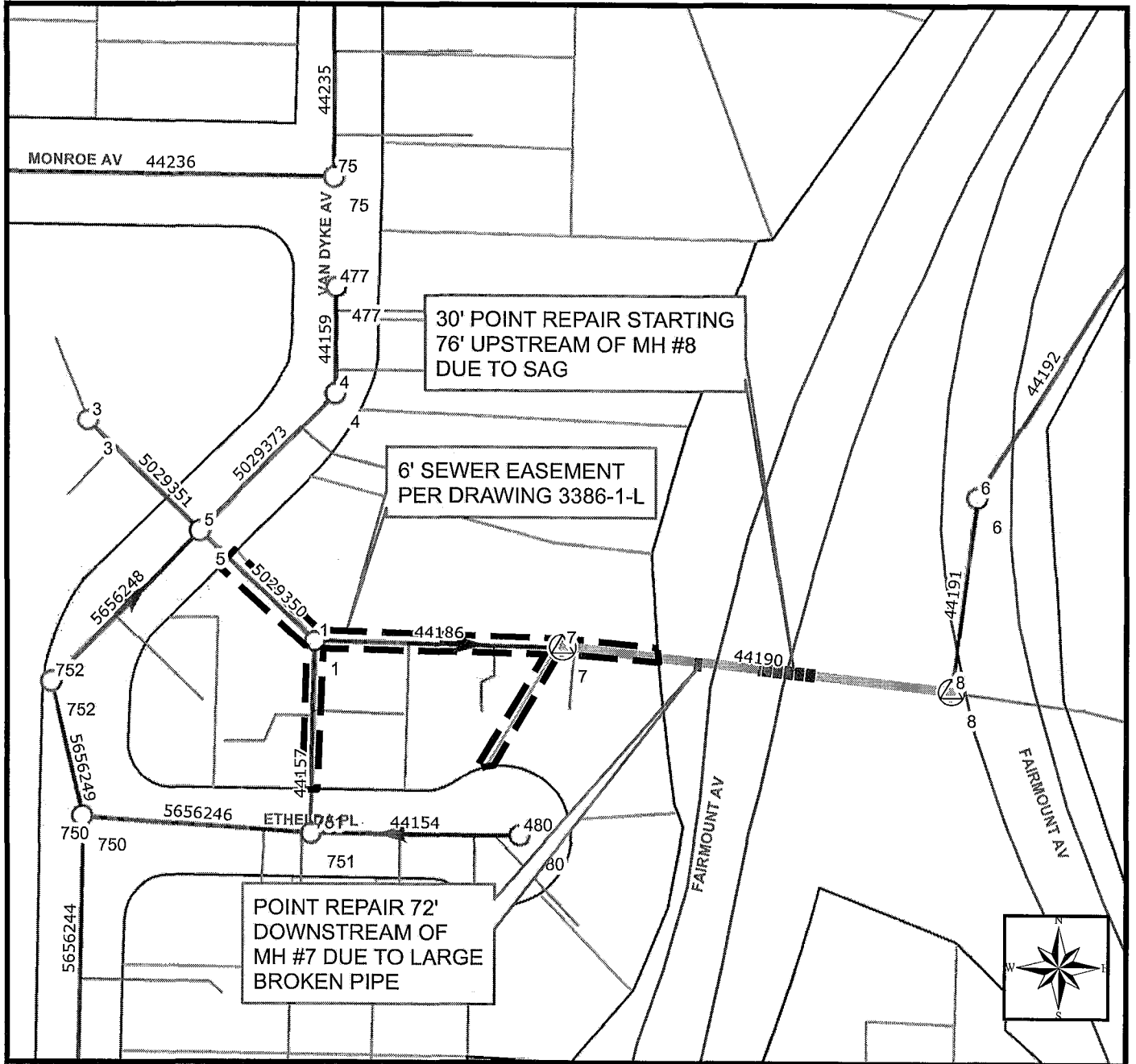
- Sewer Main Rehab
- Ex. Mains
- Ex. Laterals
- Rehab Ex. Sewer Connections and/or Sewer Laterals
- Flow Direction Arrows
- Rehab Manhole
- Proposed Cleanout
- Existing Manhole



SEWER GROUP 835 REHAB 17 OF 19



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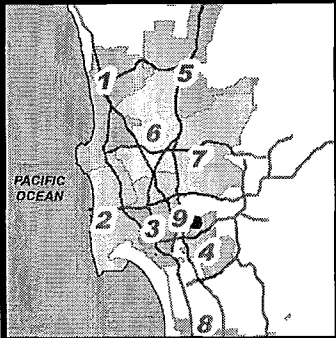
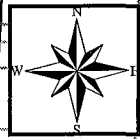
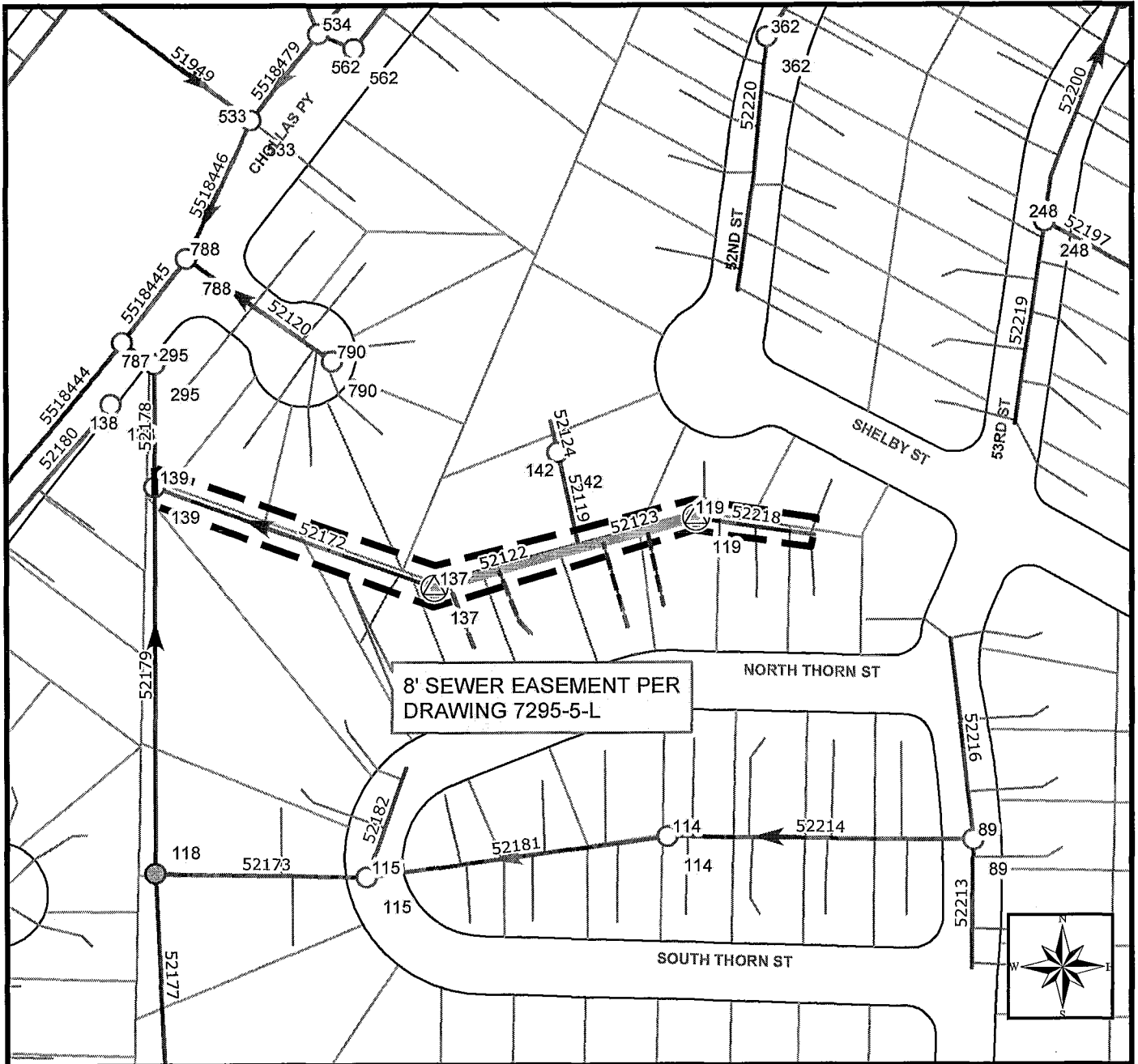
Legend

- Point Repair
- Rehab Manhole
- Ex. Easement
- Sewer Main Rehab
- Flow Direction Arrows
- Existing Manhole
- Ex. Mains
- Ex. Laterals



SEWER GROUP 835 REHAB 18 OF 19

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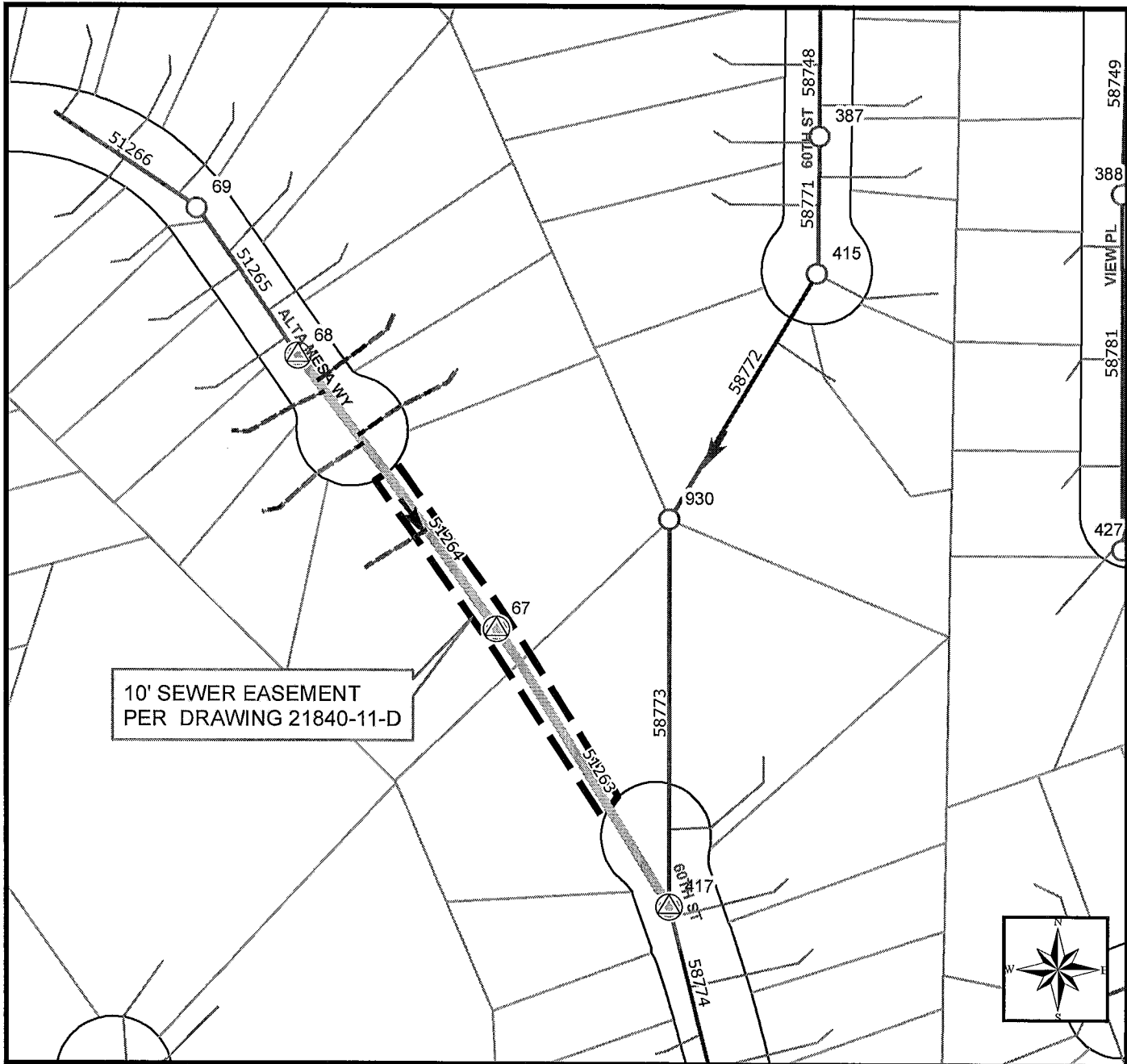


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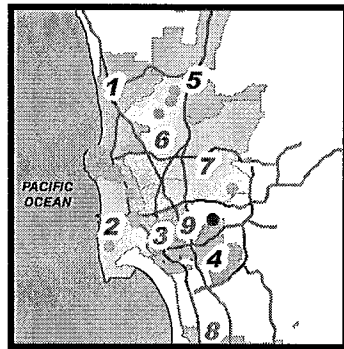
- Sewer Main Rehab
- Ex. Laterals
- Flow Direction Arrows
- Rehab Ex. Sewer Connections and/or Sewer Laterals
- Rehab Manhole
- Existing Manhole
- Ex. Mains



SEWER GROUP 835 REHAB 19 OF 19



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Legend

- Sewer Main Rehab
- Rehab Ex. Sewer Connections and/or Sewer Laterals
- Rehab Manhole
- Existing Manhole
- Ex. Mains
- Flow Direction Arrows
- Ex. Laterals



CONSTRUCTION NOTES

1. Contractor shall locate end of existing sewer mains prior to installation of cleanouts.
2. Contractor shall coordinate with property owners the schedule of work within the easement areas and on private property prior to mobilization of work.
3. The City will obtain permits to do work from property owners (see sample permit and list of properties on Appendix O). Contractor shall obtain additional permits from other property owners prior to mobilization if the Contractor prefers to use another property for access.
4. Some access to existing manholes in easements and private properties are limited to foot access only
5. Contractor shall replace in kind all existing improvements damaged during construction at no additional cost to The City.
6. Use extreme caution when working due to low utility lines.

APPENDIX H
SEWER PIPELINE REHABILITATION SCOPE OF WORK

SEWER GROUP 835 - REHAB SCOPE OF WORK

Rehab No./ Plan Sheet No.	FROM DS MH ID #	DS IE	TO US MH ID #	US IE	FSN	FACILITY TYPE	STREET NAME	LENGTH (Ft)	EXISTING SIZE (IN)	EXISTING PIPE MATERIAL	PROPOSED WORK	PROP SIZE (in)	SLOPE %	FIELD BOOK	COMMUNITY	COUNCIL DISTRICT	REMARKS
DWG 38280-3	112	90.61	118	98.16	64827	SEWER MAIN	Seaward Avenue	349.93	8	VC	REHAB AND POINT REPAIR	8	2.16%	L-36-S & M-36-S	San Ysidro	8	Vehicle access to all manholes. Manholes within ROW. MTS Permit required to perform work.
DWG 38280-7	403	2.22	254	3.85	5028232	SEWER MAIN	4298 Pacific Highway, Interstate 5 and Conde Street	274.57	8	VC	REHAB	8	0.59%	E-19-S	Old Town and Midway District	2	Mains and manholes are located along easements, MTS ROW and Caltrans ROW. Contractor to coordinate with Navy for access to SPAWAR facility. Please contact: Erik Nelson, Navy Facilities Management Specialist NBPL PWD 4635 Pacific Highway (Taylor St Complex) San Diego, CA 92110-2756. Phone Number: 619-572-1090 Coordination and permitting from MTS and Caltrans required. Vehicle access to Manhole on Conde Street located in culdesac MTS contact: Judy Banister, 619.557.4501
DWG 38280-8	82	53.81	81	57.47	39970	SEWER MAIN	Morey Drive inside of 3751 Market St.	277.18	10	VC	REHAB AND POINT REPAIR	10	1.32%	I23S	Southeastern	9	Access to location through Mt. Hope Cemetery. FSN and Manholes located within 10' easement. Must coordinate with Mount Hope Cemetery ((619) 527-3400) for access and MTS for permitting and flagging. MTS contact is Judy Banister, 619.557.4501
Rehab 1 of 19	123	419.95	73	420.48	30793	SEWER MAIN	8835 Bralome Way	129.00	8	VC	REHAB AND POINT REPAIR	8	0.41%	H02S	Mira Mesa	6	MH#73 in ROW accessible by vehicles. Downstream manhole (MH#123) and sewer main located in easement accessible by foot through private property 8843 Bralome Wy
Rehab 2 of 19	410	411.37	409	412.72	31591	SEWER MAIN	Summerdale Road and Gardia St	342.00	8	VC	REHAB AND POINT REPAIR	8	0.39%	H03S	Mira Mesa	6	Mains and manholes accessible by vehicle. Manhole inside of apartment complex next to walkway is accessible by foot only. All mains and manholes located in public ROW and in sewer easements.
	411	409.71	410	411.37	31592	SEWER MAIN	Summerdale Road and Gardia St	350.00	8	VC	REHAB	8	0.47%	H03S	Mira Mesa	6	
Rehab 3 of 19	48	373.12	41	381.30	25914	SEWER MAIN	10084 Parkdale Avenue	12.00	8	VC	REHAB	8	68.17%	G05S	Mira Mesa	6	Main and Manholes located in City ROW. Accessible by vehicles.
Rehab 4 of 19	149	145.29	148	163.38	131	SEWER MAIN	Coast Walk and Torrey Pines Road	215.00	8	VC	REHAB	8	7.95%	A10S	La Jolla	1	The easement main and manholes are accessible by foot only in existing easement.
	172	127.18	149	146.29	150	SEWER MAIN	Coast Walk and Torrey Pines Road	271.00	8	VC	REHAB AND POINT REPAIR	8	7.05%	A10S	La Jolla	1	The easement main and manholes are accessible by foot only in existing easement.
	176	140.19	178	150.09	155	SEWER MAIN	Blue Bird Lane	114.00	8	VC	REHAB	8	8.68%	A10S	La Jolla	1	There is vehicle access to the upstream portion of the main on Bluebird Lane (City ROW). The downstream portion (easement main) is accessible by foot only.
Rehab 5 of 19	135	208.52	132	240.16	2685	SEWER MAIN	2025 Soledad Avenue	147.00	8	VC	REHAB AND POINT REPAIR	8	21.52%	B10S	La Jolla	1	Downstream manhole (MH#135) is accessible by vehicles. The main and the upstream manhole (MH#132) are accessible by foot only in existing easement.
Rehab 6 of 19	250	62.22	Plug 111	68.78	2661	SEWER MAIN	Calle Jueta	135.00	8	VC	REHAB AND POINT REPAIR	8	4.86%	B10S	La Jolla	1	Vehicle access to MH250 located in City ROW. Proposed Cleanout at 7850 Roseland Dr. is located within easement and limited to foot access.
Rehab 7 of 19	301	551.21	138	576.83	3099	SEWER MAIN	2115 Merida Court	256.00	8	VC	REHAB	8	10.01%	B11S	La Jolla	1	Upstream manhole (MH#138) in ROW accessible by vehicles.
	140	504.13	301	551.21	3098	SEWER MAIN	2115 Merida Court	185.00	8	VC	REHAB	8	25.45%	B11S	La Jolla	1	Access to the main and manholes(MH#301, MH#140) in easement is limited to foot only.
Rehab 8 of 19	14	337.12	8	351.92	8548	SEWER MAIN	Soledad Rd	225.00	8	VC	REHAB AND POINT REPAIR	8	6.58%	C13S	Pacific Beach	2	Main and Manholes located in City ROW. Accessible by vehicles.
Rehab 9 of 19	83	62.70	82	85.05	8360	SEWER MAIN	4604 Morena Boulevard	32.00	8	VC	REHAB AND POINT REPAIR	8	69.84%	C12S	Clairemont	2	Vehicle access off of Morena Blvd and foot access through access path. All work is within City ROW.
	76	46.97	83	62.70	8361	SEWER MAIN	4604 Morena Boulevard	24.00	8	VC	REHAB AND POINT REPAIR	8	65.54%	C12S	Clairemont	2	
	77	45.35	76	46.97	8362	SEWER MAIN	4604 Morena Boulevard	78.00	8	VC	REHAB	8	2.08%	C12S	Clairemont	2	
Rehab 10 of 19	149	185.68	418	186.32	8632	SEWER MAIN	Blackmore Court and Soledad Mountain Road	160.00	8	VC	REHAB	8	0.40%	C13S	La Jolla	1	Vehicle access to MH149 in City ROW. MH#18 accessible by foot along easement through 2188 Blackmore Ct.
Rehab 11 of 19	261	57.72	260	101.12	14362	SEWER MAIN	Pacific Drive	302.00	8	VC	REHAB	8	14.37%	D13S	Pacific Beach	2	Main located in City ROW. Accessible by vehicles.
Rehab 12 of 19	79	17.91	237	27.52	14847	SEWER MAIN	Denver Street & Ingulf Street	300.00	10	VC	REHAB	10	3.20%	E15S	Bay Park	2	Vehicle access to mains and manholes located in easement and public ROW.
	234	33.98	232	40.29	18696	SEWER MAIN	Denver Street & Ingulf Street	175.00	10	VC	REHAB	10	3.61%	E15S	Bay Park	2	
Rehab 13 of 19	455	6.15	Plug 151	10.92	5044397	SEWER MAIN	2871 Congress and Taylor Street	230.00	6	CP	REHAB AND POINT REPAIR	6	2.07%	E-19-G	Oldtown	3	Vehicle access to MH 455 and sewer cleanout. Proposed work located within historic state park in easement. Coordination with Richard Dennison form CA State Parks. See Permit to Do Work on Private Property, Appendix O.
Rehab 14 of 19	273	30.00	Plug 307	36.00	29356	SEWER MAIN	6th Av	340.00	8	VC	REHAB	8	1.76%	G22S	Downtown	3	Vehicle access to all mains and manholes. All proposed work located within City ROW.
	624	25.51	273	30.00	29586	SEWER MAIN	6th Av	415.00	8	VC	REHAB	8	1.08%	G22S	Downtown	3	
	308	47.49	312	49.23	29361	SEWER MAIN	6th Av	340.00	8	VC	REHAB AND POINT REPAIR	8	0.51%	G22S	Downtown	3	
	541	20.00	269	24.00	29502	SEWER MAIN	5th Av	380.00	8	VC	REHAB	8	1.05%	G22S	Downtown	3	
Rehab 15 of 19	550	249.12	Plug 568	288.00	28585	SEWER MAIN	1437 Brookes Avenue	187.00	6	VC	REHAB AND POINT REPAIR	6	20.79%	G-19-S	Uptown	3	Access to downstream manhole and main in easement are limited by foot through private property 1442 Myrtle Av. Cleanout to be installed(upstream) in easement also limited to foot access through 1459 Brookes Av. Alley off of Richmond St. also allows foot access to main.

Rehab No. / Plan Sheet No.	FROM DS MH ID #	DS IE	TO US MH ID #	US IE	FSN	FACILITY TYPE	STREET NAME	LENGTH (FT)	EXISTING SIZE (IN)	EXISTING PIPE MATERIAL	PROPOSED WORK	PROP SIZE (in)	SLOPE %	FIELD BOOK	COMMUNITY	COUNCIL DISTRICT	REMARKS
Rehab 16 of 19	343	204.15	Plug 547	204.51	39316	SEWER MAIN	Gregory St	88.00	8	VC	REHAB	8	0.41%	I215	Greater Golden Hill	3	Vehicle access to existing manhole. Foot access to proposed cleanout location. All proposed work located along City ROW.
Rehab 17 of 19	8	319.12	7	330.12	44190	SEWER MAIN	4478 Fairmount Avenue	189.00	8	VC	REHAB AND POINT REPAIR	8	5.82%	J-18-S	Mid-City; Kensington-Talmadge	9	Point repair located in ROW on Fairmount Ave. MH7 located in easement is accessible by foot through 4272 Ethelma Pl. MH8 has vehicle access thru gate off of Fairmont Av. Contactor to coordinate with PUD to unlock gate.
Rehab 18 of 19	738	250.35	119	262.61	52122	SEWER MAIN	5244 North Thorn Street	121.00	6	VC	REHAB	6	10.13%	K20S	Mid City; Eastern	4	Main and Manholes in canyon in easement accessible by foot only. Gate access to canyon located thru property 5260 North Thorn St where MH119 is located.
	137	238.84	738	250.35	52123	SEWER MAIN	5244 North Thorn Street	114.00	6	VC	REHAB	6	10.10%	K20S	Mid City; Eastern	4	
Rehab 19 of 19	67	409.12	68	421.22	51264	SEWER MAIN	60th Street and Alta Mesa Way	255.00	6	VC	REHAB	6	4.75%	K18S	Mid City; Eastern	4	Vehicle access to MH68 and MH417 located in ROW. MH67 has limited to foot access in easement through private property.
	517	342.82	67	409.12	51263	SEWER MAIN	60th Street and Alta Mesa Way	238.00	6	VC	REHAB	6	27.86%	K18S	Mid City; Eastern	4	

TOTAL 6" SEWER PIPELINE REHABILITATION =	1145	LF
TOTAL 8" SEWER PIPELINE REHABILITATION =	5954	LF
TOTAL 10" SEWER PIPELINE REHABILITATION =	752	LF
TOTAL SEWER PIPELINE REHABILITATION =	7251	LF
	1.37	MI

APPENDIX I
SEWER MANHOLE AND CLEANOUT SCOPE OF WORK

SEWER MANHOLE REPLACEMENT					
Manhole FSN	Manhole ID	MH Depth	STREET NAME	FIELD BOOK	Rehab No./ Plan Sheet No.
79084	32/ MH No. 1	8	ROGERS & SAN ELIJO	C22S	Drawing 38280-4
79079	24/ MH No. 2	4	ARMADA TERRACE	C22S	Drawing 38280-4
129008	101/ MH No. 3	12	LAKE SHORE DR/ EASEMENT	M15S	Drawing 38280-5
129007	100/ MH No. 4	14	LAKE SHORE DR/ EASEMENT	M15S	Drawing 38280-5
129004	97/ MH No. 5	7	LAKE SHORE DR/ EASEMENT	M15S	Drawing 38280-5
129299	143/ MH No. 6	8	LAKE SHORE DR/ EASEMENT	M15S	Drawing 38280-5
129225	61/ MH No. 7	21	LAKE SHORE DR	M15S	Drawing 38280-5
76467	253/ MH No. 8	11	CAMINO SAN LUCAS/ EASEMENT	C12S	Drawing 38280-6
NEW	MH No. 9	14	CAMINO MARISSA/ EASEMENT	C12S	Drawing 38280-6
NEW	MH No. 10	25	CAMINO MARISSA/ EASEMENT	C12S	Drawing 38280-6
NEW	MH No. 11	6	CAMINO CIRCULO SUR/ EASEMENT	C12S	Drawing 38280-6
5028236	402/ MH No. 12	5	PACIFIC HIGHWAY	E19S	Drawing 38280-7
5028235	401/ MH No. 13	8	PACIFIC HIGHWAY	E19S	Drawing 38280-7
NEW	MH No. 14	N/A	6TH	G22S	Rehab 14 of 19

SEWER MANHOLE REHABILITATION					
Manhole FSN	Manhole ID	MH Depth	STREET NAME	FIELD BOOK	Rehab No./ Plan Sheet No.
128455	112	7	W. SEAWARD AV	L36S & M36S	Drawing 38280-3
131246	118	6	W. SEAWARD AV	L36S & M36S	Drawing 38280-3
76471	257	14	CAMINO CIRCULO SUR / EASEMENT	C12S	Drawing 38280-6
87599	254	4	CONDE	E19S	Drawing 38280-7
5028320	403	7	PACIFIC HIGHWAY	E19S	Drawing 38280-7
106960	81	14	MARKET ST/EASEMENT (MT HOPE CEMETERY)	I23S	Drawing 38280-8
106961	82	11	MARKET ST/EASEMENT (MT HOPE CEMETERY)	I23S	Drawing 38280-8
98001	73	12	BRALORNE	H02S	Rehab 1 of 19
98051	123	13	BRALORNE/EASEMENT	H02S	Rehab 1 of 19
98797	409	23	GARDE	H03S	Rehab 2 of 19
98798	410	15	SUMMERDALE	H03S	Rehab 2 of 19
98799	411	12	SUMMERDALE	H03S	Rehab 2 of 19
93296	48	24	PARKDALE	G05S	Rehab 3 of 19
93289	41	16	PARKDALE	G05S	Rehab 3 of 19
68430	149	6	EASEMENT	A10S	Rehab 4 of 19
68429	148	6	EASEMENT	A10S	Rehab 4 of 19
68429	172	6	EASEMENT	A10S	Rehab 4 of 19
68455	176	5	BLUEBIRD	A10S	Rehab 4 of 19
68457	177	12	BLUEBIRD	A10S	Rehab 4 of 19
70891	135	6	SOLEDAD AV	B10S	Rehab 5 of 19
70888	132	8	HILLSIDE/ EASEMENT	B10S	Rehab 5 of 19
70706	250	7	CALLE JUELA/ EASEMENT	B10S	Rehab 6 of 19
71303	140	12	MERIDA CT/ EASEMENT	B11S	Rehab 7 of 19
71444	301	5	MERIDA CT/ EASEMENT	B11S	Rehab 7 of 19
71301	138	9	MERIDA CT	B11S	Rehab 7 of 19
76492	8	7	SOLEDAD RD	C13S	Rehab 8 of 19
76497	14	6	SOLEDAD RD	C13S	Rehab 8 of 19
76324	82	7	MORENA	C12S	Rehab 9 of 19

76325	83	3	MORENA	C12S	Rehab 9 of 19
76320	76	13	MORENA	C12S	Rehab 9 of 19
76321	77	6	MORENA	C12S	Rehab 9 of 19
76620	149	20	BLACKMORE	C13S	Rehab 10 of 19
76862	418	2	BLACKMORE/ EASEMENT	C13S	Rehab 10 of 19
82163	260	8	PACIFICA	D13S	Rehab 11 of 19
82164	261	10	PACIFICA	D13S	Rehab 11 of 19
82611	79	23	INGULF/ EASEMENT	E15S	Rehab 12 of 19
86268	237	17	DENVER	E15S	Rehab 12 of 19
86266	234	27	ALLEY	E15S	Rehab 12 of 19
86264	232	22	ERIE	E15S	Rehab 12 of 19
5044396	455	7	CONGRESS/ EASEMENT	E18S	Rehab 13 of 19
96640	312	7	6TH	G22S	Rehab 14 of 19
96637	309	15	6TH	G22S	Rehab 14 of 19
96608	273	15	6TH	G22S	Rehab 14 of 19
96881	264	12	6TH	G22S	Rehab 14 of 19
96605	269	6	5TH	G22S	Rehab 14 of 19
96802	541	12	5TH	G22S	Rehab 14 of 19
95870	550	7	MYRTLE/ EASEMENT	G19S	Rehab 15 of 19
10643	343	7	GREGORY	I21S	Rehab 16 of 19
110816	8	8	FAIRMOUNT	J18S	Rehab 17 of 19
110815	7	8	FAIRMOUNT	J18S	Rehab 17 of 19
118742	119	5	NORTH THORN/ EASEMENT	K20S	Rehab 18 of 19
118758	137	10	NORTH THORN/ EASEMENT	K20S	Rehab 18 of 19
125241	417	7	60TH	K18S	Rehab 19 of 19
117878	67	3	ALTA MESA/ EASEMENT	K18S	Rehab 19 of 19
117879	68	6	ALTA MESA	K18S	Rehab 19 of 19

SEWER CLEANOUT SCOPE OF WORK

Cleanout FSN	Cleanout ID	Cleanout Depth	STREET NAME	FIELD BOOK	Rehab No./ Plan Sheet No.
NEW	Cleanout No. 1	5	ROSELAND / EASEMENT	B10S	Rehab 6 of 19
NEW	Cleanout No. 2	5	CONGRESS/ EASEMENT	E18S	Rehab 13 of 19
NEW	Cleanout No. 3	5	BROOKES/ EASEMENT	G19S	Rehab 15 of 19
NEW	Cleanout No. 4	5	GREGORY	I21S	Rehab 16 of 19

TOTAL MANHOLE REHABILITATION = 55
TOTAL MANHOLE REPLACED/INSTALLED = 14
TOTAL CLEANOUTS INSTALLED/REHABBED = 4

APPENDIX J
SEWER LATERAL SCOPE OF WORK

SEWER LATERAL SCOPE OF WORK

Rehab No./ Plan Sheet No.	FSN	SEWER LATERAL FSN	THOMAS BROTHERS	LATERAL SIZE (FT)	LATERAL PROPERTY ADDRESS	APPROX. LATERAL LENGTH	Lateral Scope
Sheet 3	64827	374506	1350F3	4	158 W SEAWARD AV	15	Sewer Lateral Rehab
Sheet 3	64827	374499	1350F3	4	4061 BEYER BL	30	Sewer Lateral Rehab
Sheet 3	64827	279244	1350F3	4	4061 BEYER BL	30	Sewer Lateral Rehab
Sheet 4	5024718	280452	1288A3	4	3120 ROGERS ST	10	Sewer Lateral w/ Cleanout
Sheet 4	5024718	356844	1288A3	4	716 ARMADA TR	10	Sewer Lateral w/ Cleanout
Sheet 4	5024718	252451	1288A3	4	716 ARMADA TR	10	Sewer Lateral w/ Cleanout
Sheet 6	NEW	N/A	1248A3	4	2075/2079 CAMINITO CIRCULO SUR	200	Sewer Lateral Replumb
Sheet 6	NEW	375014	1248A3	4	5555 CAMINITO MARRISA	200	Sewer Lateral Replumb
Sheet 6	NEW	308527	1248A3	4	5492 CAMINITO SAN LUCAS	50	Sewer Lateral Replumb
Sheet 10	28244	299080	1269A5	6	3801 6TH AV	40	Sewer Lateral Replumb
Sheet 10	28244	229233	1269A5	6	3801 6TH AV	40	Sewer Lateral Replumb
Sheet 10	28244	229215	1269A5	6	3801 6TH AV	40	Sewer Lateral Replumb
Rehab 2 of 19	31591	160084	1209C3	6	8536 SUMMERDALE RD	SEWER CONNECTION	Sewer Lateral Rehab
Rehab 2 of 19	31591	160113	1209C3	6	8536 SUMMERDALE RD	SEWER CONNECTION	Sewer Lateral Rehab
Rehab 2 of 19	31591	293307	1209C3	6	8516 SUMMERDALE RD	SEWER CONNECTION	Sewer Lateral Rehab
Rehab 2 of 19	31592	29321	1209C3	6	8516 SUMMERDALE RD	SEWER CONNECTION	Sewer Lateral Rehab
Rehab 4 of 19	131	170715	1227G6	4	1551 OLIVET LN	SEWER CONNECTION	Sewer Lateral Rehab
Rehab 4 of 19	131	170757	1227G6	4	7728 LUDINGTON PL	SEWER CONNECTION	Sewer Lateral Rehab
Rehab 4 of 19	131	300631	1227G6	4	1531 OLIVET LN	SEWER CONNECTION	Sewer Lateral Rehab
Rehab 4 of 19	131	300650	1227G6	4	7728 LUDINGTON PL	SEWER CONNECTION	Sewer Lateral Rehab
Rehab 4 of 19	131	300683	1227G6	4	1531 OLIVET LN	SEWER CONNECTION	Sewer Lateral Rehab
Rehab 4 of 19	131	300690	1227G6	4	7714 LUDINGTON PL	SEWER CONNECTION	Sewer Lateral Rehab
Rehab 4 of 19	150	300464	1227G6	4	7782 LUDINGTON PL	SEWER CONNECTION	Sewer Lateral Rehab
Rehab 4 of 19	150	300481	1227G6	4	7778 LUDINGTON PL	SEWER CONNECTION	Sewer Lateral Rehab
Rehab 4 of 19	150	300516	1227G6	4	7766 LUDINGTON PL	SEWER CONNECTION	Sewer Lateral Rehab
Rehab 4 of 19	150	300590	1227G6	4	7758 LUDINGTON PL	SEWER CONNECTION	Sewer Lateral Rehab
Rehab 4 of 19	150	170570	1227G6	4	1563 VIRGINIA WY	SEWER CONNECTION	Sewer Lateral Rehab
Rehab 4 of 19	150	170601	1227G6	4	7744 LUDINGTON PL	SEWER CONNECTION	Sewer Lateral Rehab
Rehab 4 of 19	150	170619	1227G6	4	1555 VIRGINIA WY	52	Sewer Lateral Rehab
Rehab 4 of 19	150	170620	1227G6	4	1555 VIRGINIA WY	4	Sewer Lateral Rehab
Rehab 4 of 19	150	376189	1227G6	4	1535 VIRGINIA WY	4	Sewer Lateral Rehab
Rehab 4 of 19	150	170677	1227G6	4	1535 VIRGINIA WY	100	Sewer Lateral Rehab
Rehab 4 of 19	155	170445	1227G6	4	1556 VIRGINIA WY	SEWER CONNECTION	Sewer Lateral Rehab
Rehab 4 of 19	155	300458	1227G6	4	1540 BLUEBIRD LN	SEWER CONNECTION	Sewer Lateral Rehab
Rehab 4 of 19	155	300462	1227G6	4	1540 VIRGINIA WAY	SEWER CONNECTION	Sewer Lateral Rehab
Rehab 4 of 19	155	170541	1227G6	4	1532 VIRGINIA WY	17	Sewer Lateral Rehab
Rehab 5 of 19	2685	170463	1227H6	4	2037 SOLEDAD AV	SEWER CONNECTION	Sewer Lateral Rehab
Rehab 5 of 19	2685	N/A	1227H6	4	2037 SOLEDAD AV	SEWER CONNECTION	Sewer Lateral Rehab
Rehab 5 of 19	2685	300467	1227H6	4	2037 SOLEDAD AV	SEWER CONNECTION	Sewer Lateral Rehab
Rehab 5 of 19	2685	300468	1227H6	4	2025 SOLEDAD AV	SEWER CONNECTION	Sewer Lateral Rehab
Rehab 5 of 19	2685	300557	1227H6	4	7639 HILLSIDE DR	SEWER CONNECTION	Sewer Lateral Rehab
Rehab 6 of 19	2661	169806	1227H6	4	3 Roseland Drive	SEWER CONNECTION	Sewer Lateral Rehab
Rehab 7 of 19	3099	176296	1247H1	4	2102 MERIDA CT	65	Sewer Lateral Rehab
Rehab 7 of 19	3099	176429	1247H1	4	2115 MERIDA CT	SEWER CONNECTION	Sewer Lateral Rehab
Rehab 7 of 19	3099	304524	1247H1	4	2101 MERIDA CT	SEWER CONNECTION	Sewer Lateral Rehab
Rehab 7 of 19	3099	304565	1247H1	4	2101 MERIDA CT	SEWER CONNECTION	Sewer Lateral Rehab
Rehab 7 of 19	3099	176236	1247H1	4	2116 MERIDIA CT	30	Sewer Lateral Rehab
Rehab 8 of 19	8548	185219	1248A3	4	5296 SOLEDAD RD	50	Sewer Lateral Rehab
Rehab 8 of 19	8548	185330	1248A3	4	5290 SOLEDAD RD	50	Sewer Lateral Rehab
Rehab 11 of 19	14362	312959	1248C4	4	4909 PACIFICA DR	40	Sewer Lateral Rehab
Rehab 11 of 19	14362	313009	1248C4	4	4910 PACIFICA DR	25	Sewer Lateral Rehab
Rehab 11 of 19	14362	188636	1248C4	4	4906 PACIFICA DR	25	Sewer Lateral Rehab
Rehab 11 of 19	14362	313005	1248C4	4	4870 PACIFICA DR	40	Sewer Lateral Rehab
Rehab 11 of 19	14362	313111	1248C4	4	4876 PACIFICA DR	25	Sewer Lateral Rehab
Rehab 11 of 19	14362	188773	1248C4	4	4866 PACIFICA DR	25	Sewer Lateral Rehab
Rehab 11 of 19	14362	188841	1248C4	4	4856 PACIFICA DR	25	Sewer Lateral Rehab
Rehab 13 of 19	5044397	335931	1268F5	4	2870 SAN DIEGO AV	SEWER CONNECTION	Sewer Lateral Rehab
Rehab 13 of 19	5044397	221459	1268F5	4	2829 SAN DIEGO AV	SEWER CONNECTION	Sewer Lateral Rehab
Rehab 13 of 19	5044397	336060	1268F5	4	2829 SAN DIEGO AV	SEWER CONNECTION	Sewer Lateral Rehab
Rehab 13 of 19	5044397	336042	1268F5	4	2829 SAN DIEGO AV	SEWER CONNECTION	Sewer Lateral Rehab

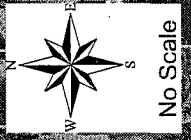
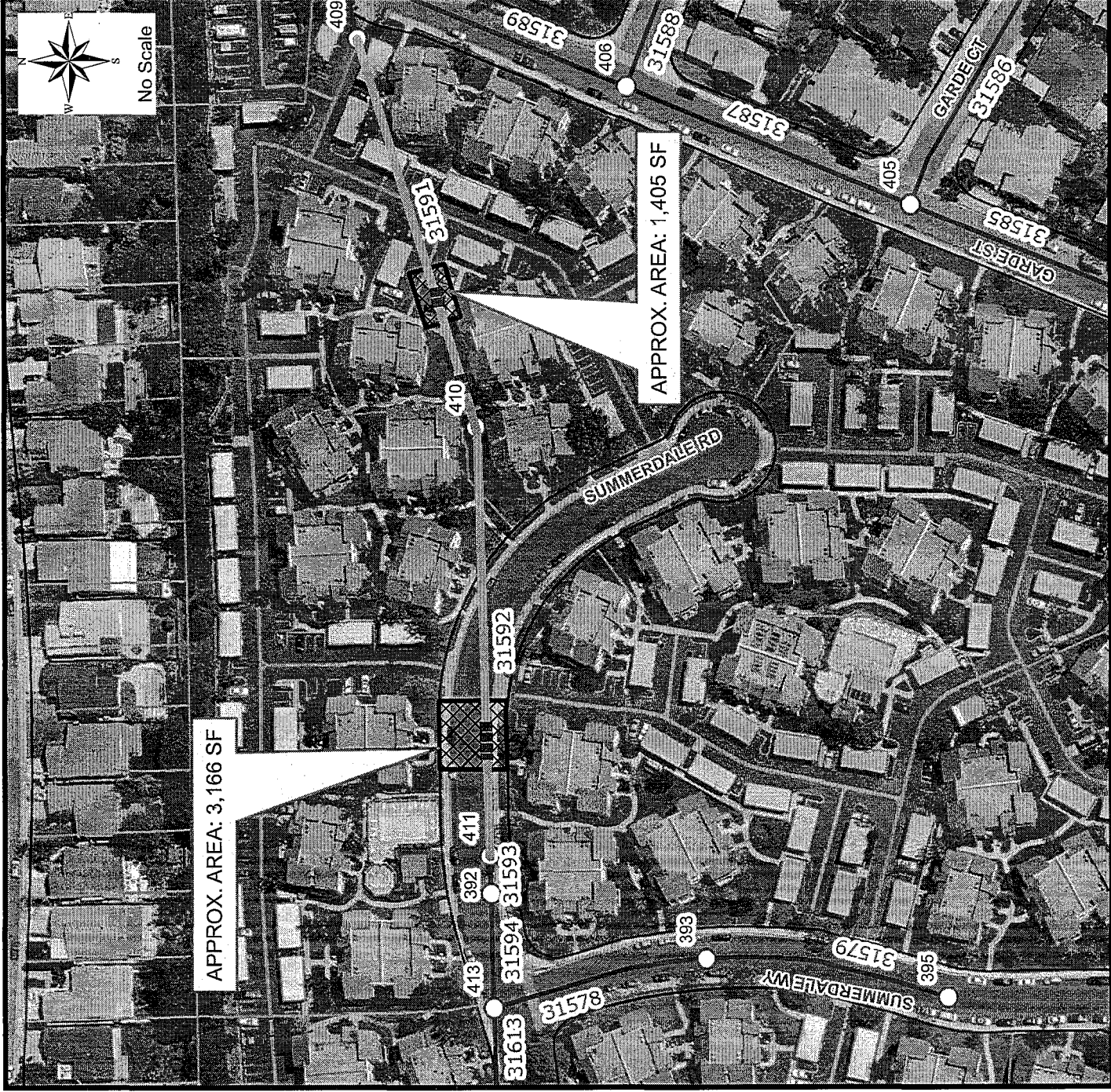
Rehab No./ Plan Sheet No.	FSN	SEWER LATERAL FSN	THOMAS BROTHERS	LATERAL SIZE (FT)	LATERAL PROPERTY ADDRESS	APPROX. LATERAL LENGTH	Lateral Scope
Rehab 13 of 19	5044397	221382	1268F5	4	2870 SAN DIEGO AV	SEWER CONNECTION	Sewer Lateral Rehab
Rehab 13 of 19	5044397	336025	1268F5	4	2870 SAN DIEGO AV	SEWER CONNECTION	Sewer Lateral Rehab
Rehab 13 of 19	5044397	221639	1268F5	4	2811 SAN DIEGO AV	SEWER CONNECTION	Sewer Lateral Rehab
Rehab 13 of 19	5044397	336099	1268F5	4	2870 SAN DIEGO AV	SEWER CONNECTION	Sewer Lateral Rehab
Rehab 14 of 19	29356	375440	1289B3	4	525 6TH AV	40	Sewer Lateral Rehab
Rehab 14 of 19	29356	280510	1289B3	4	525 6TH AV	40	Sewer Lateral Rehab
Rehab 14 of 19	29356	280511	1289B3	4	525 6TH AV	40	Sewer Lateral Rehab
Rehab 14 of 19	29356	280527	1289B3	4	828 6TH AV	40	Sewer Lateral Rehab
Rehab 14 of 19	29356	280528	1289B3	4	828 6TH AV	40	Sewer Lateral Rehab
Rehab 14 of 19	29356	280530	1289B3	4	802 6TH AV	40	Sewer Lateral Rehab
Rehab 14 of 19	29356	280533	1289B3	4	802 6TH AV	40	Sewer Lateral Rehab
Rehab 14 of 19	29356	357811	1289B3	4	855 6TH AV	40	Sewer Lateral Rehab
Rehab 14 of 19	29356	357970	1289B3	4	831 6TH AV	40	Sewer Lateral Rehab
Rehab 14 of 19	29356	358118	1289B3	4	801 6TH AV	40	Sewer Lateral Rehab
Rehab 14 of 19	29586	358339	1289B3	4	748 6TH AV	40	Sewer Lateral Rehab
Rehab 14 of 19	29586	254915	1289B3	4	744 6TH AV	40	Sewer Lateral Rehab
Rehab 14 of 19	29586	255025	1289B3	4	726 6TH AV	40	Sewer Lateral Rehab
Rehab 14 of 19	29586	5549482	1289B3	6	735 6TH AV	40	Sewer Lateral Rehab
Rehab 14 of 19	29586	5549483	1289B3	6	735 6TH AV	40	Sewer Lateral Rehab
Rehab 14 of 19	29586	5549485	1289B3	6	735 6TH AV	40	Sewer Lateral Rehab
Rehab 14 of 19	29586	254903	1289B3	4	735 6TH AV	40	Sewer Lateral Rehab
Rehab 14 of 19	29586	5549486	1289B3	6	735 6TH AV	40	Sewer Lateral Rehab
Rehab 14 of 19	29586	5203566	1289B3	4	717 6TH AV	40	Sewer Lateral Rehab
Rehab 14 of 19	29361	280480	1289B3	4	531 6TH AV	40	Sewer Lateral Rehab
Rehab 14 of 19	29361	375410	1289B3	4	531 6TH AV	40	Sewer Lateral Rehab
Rehab 14 of 19	29361	375412	1289B3	4	531 6TH AV	40	Sewer Lateral Rehab
Rehab 14 of 19	29361	280491	1289B3	4	914 6TH AV	40	Sewer Lateral Rehab
Rehab 14 of 19	29361	280495	1289B3	4	914 6TH AV	40	Sewer Lateral Rehab
Rehab 14 of 19	29361	378844	1289B3	4	902 6TH AV	40	Sewer Lateral Rehab
Rehab 14 of 19	29361	357240	1289B3	4	601 6TH AV	40	Sewer Lateral Rehab
Rehab 14 of 19	29361	253307	1289B3	4	601 6TH AV	40	Sewer Lateral Rehab
Rehab 14 of 19	29361	253720	1289B3	4	903 6TH AV	40	Sewer Lateral Rehab
Rehab 14 of 19	29361	253775	1289B3	4	903 6TH AV	40	Sewer Lateral Rehab
Rehab 14 of 19	29502	375470	1289B3	4	770 5TH AVE	40	Sewer Lateral Rehab
Rehab 14 of 19	29502	375478	1289B3	4	754 5TH AVE	40	Sewer Lateral Rehab
Rehab 14 of 19	29502	375480	1289B3	4	754 5TH AVE	40	Sewer Lateral Rehab
Rehab 14 of 19	29502	280543	1289B3	4	750 5TH AVE	40	Sewer Lateral Rehab
Rehab 14 of 19	29502	280546	1289B3	4	746 5TH AVE	40	Sewer Lateral Rehab
Rehab 14 of 19	29502	280553	1289B3	4	734 5TH AVE	40	Sewer Lateral Rehab
Rehab 14 of 19	29502	280555	1289B3	4	734 5TH AVE	40	Sewer Lateral Rehab
Rehab 14 of 19	29502	375490	1289B3	4	722 5TH AVE	40	Sewer Lateral Rehab
Rehab 14 of 19	29502	375494	1289B3	4	726 5TH AVE	40	Sewer Lateral Rehab
Rehab 14 of 19	29502	280560	1289B3	4	702 5TH AVE	40	Sewer Lateral Rehab
Rehab 14 of 19	29502	280569	1289B3	4	702 5TH AVE	40	Sewer Lateral Rehab
Rehab 14 of 19	29502	254722	1289B3	4	761 5TH AVE	40	Sewer Lateral Rehab
Rehab 14 of 19	29502	254746	1289B3	4	761 5TH AVE	40	Sewer Lateral Rehab
Rehab 14 of 19	29502	254761	1289B3	4	755 5TH AVE	40	Sewer Lateral Rehab
Rehab 14 of 19	29502	254711	1289B3	4	761 5TH AVE	150	Sewer Lateral Rehab
Rehab 14 of 19	29502	254710	1289B3	4	761 5TH AVE	5	Sewer Lateral Rehab
Rehab 14 of 19	29502	254790	1289B3	4	761 5TH AVE	40	Sewer Lateral Rehab
Rehab 14 of 19	29502	358375	1289B3	4	748 5TH AVE	40	Sewer Lateral Rehab
Rehab 14 of 19	29502	358393	1289B3	4	743 5TH AVE	40	Sewer Lateral Rehab
Rehab 14 of 19	29502	5065371	1289B3	4	744 5TH AVE	40	Sewer Lateral Rehab
Rehab 14 of 19	29502	358416	1289B3	4	743 5TH AVE	40	Sewer Lateral Rehab
Rehab 14 of 19	29502	255016	1289B3	4	727 5TH AVE	40	Sewer Lateral Rehab
Rehab 14 of 19	29502	255062	1289B3	4	711 5TH AVE	40	Sewer Lateral Rehab
Rehab 14 of 19	29502	358541	1289B3	4	711 5TH AVE	40	Sewer Lateral Rehab
Rehab 14 of 19	29502	358596	1289B3	4	711 5TH AVE	40	Sewer Lateral Rehab
Rehab 14 of 19	29502	358624	1289B3	4	711 5TH AVE	40	Sewer Lateral Rehab
Rehab 15 of 19	28585	235472	1269B6	4	1439 Brookes Av	SEWER CONNECTION	Sewer Lateral Rehab
Rehab 15 of 19	28585	395303	1269B6	4	1439 Brookes Av	SEWER CONNECTION	Sewer Lateral Rehab
Rehab 15 of 19	28585	345315	1269B6	4	1439 Brookes Av	SEWER CONNECTION	Sewer Lateral Rehab
Rehab 15 of 19	28585	345375	1269B6	4	1439 Brookes Av	SEWER CONNECTION	Sewer Lateral Rehab

Rehab No./ Plan Sheet No.	FSN	SEWER LATERAL FSN	THOMAS BROTHERS	LATERAL SIZE (FT)	LATERAL PROPERTY ADDRESS	APPROX LATERAL LENGTH	Lateral Scope
Rehab 15 of 19	28585	235665	1269B6	4	1439 Brookes Av	SEWER CONNECTION	Sewer Lateral Rehab
Rehab 15 of 19	28585	345549	1269B6	4	1507 Brookes Av	SEWER CONNECTION	Sewer Lateral Rehab
Rehab 16 of 19	39316	353738	1289G4	4	1832 Gregory St	40	Sewer Lateral Rehab
Rehab 16 of 19	39316	247802	1289G4	4	1831 Gregory St	40	Sewer Lateral Rehab
Rehab 16 of 19	39316	353708	1289G4	4	1838 Gregory St	40	Sewer Lateral Rehab
Rehab 16 of 19	39316	247751	1289G4	4	1837 Gregory St	40	Sewer Lateral Rehab
Rehab 16 of 19	39316	247647	1289G4	4	1844 Gregory St	40	Sewer Lateral Rehab
Rehab 16 of 19	39316	247664	1289G4	4	1843 Gregory St	40	Sewer Lateral Rehab
Rehab 17 of 19	44190	219493	1269H4	4	4272 Ethelda	SEWER CONNECTION	Sewer Lateral Rehab
Rehab 18 of 19	52122	347579	1270A6	4	5236 North Thorn St	SEWER CONNECTION	Sewer Lateral Rehab
Rehab 18 of 19	52122	238982	1270A6	4	5244 North Thorn St	SEWER CONNECTION	Sewer Lateral Rehab
Rehab 18 of 19	52123	347578	1270A6	4	5252 North Thorn St	SEWER CONNECTION	Sewer Lateral Rehab
Rehab 18 of 19	52123	347526	1270A6	4	5260 North Thorn St	SEWER CONNECTION	Sewer Lateral Rehab
Rehab 19 of 19	51264	222937	1270C4	4	5961 ALTA MESA WAY	25	Sewer Lateral Rehab
Rehab 19 of 19	51264	223136	1270C4	4	5969 ALTA MESA WAY	40	Sewer Lateral Rehab
Rehab 19 of 19	51264	223254	1270C4	4	5973 ALTA MESA WAY	SEWER CONNECTION	Sewer Lateral Rehab
Rehab 19 of 19	51264	336870	1270C4	4	5960 ALTA MESA WAY	35	Sewer Lateral Rehab
Rehab 19 of 19	51264	336947	1270C4	4	5968 ALTA MESA WAY	25	Sewer Lateral Rehab

SEWER LATERAL LINED + CONNECTIONS	84
SEWER LATERAL CONNECTIONS ONLY	48
TOTAL REHAB LATERALS	132
SEWER LATERAL W/ CLEANOUT	3
SEWER LATERAL REPLUMB	6
TOTAL LATERALS	141

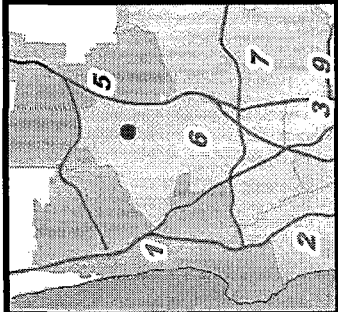
APPENDIX K
RESURFACING PLAN

SEWER GROUP 835



APPROX. AREA: 3,166 SF

APPROX. AREA: 1,405 SF



Legend

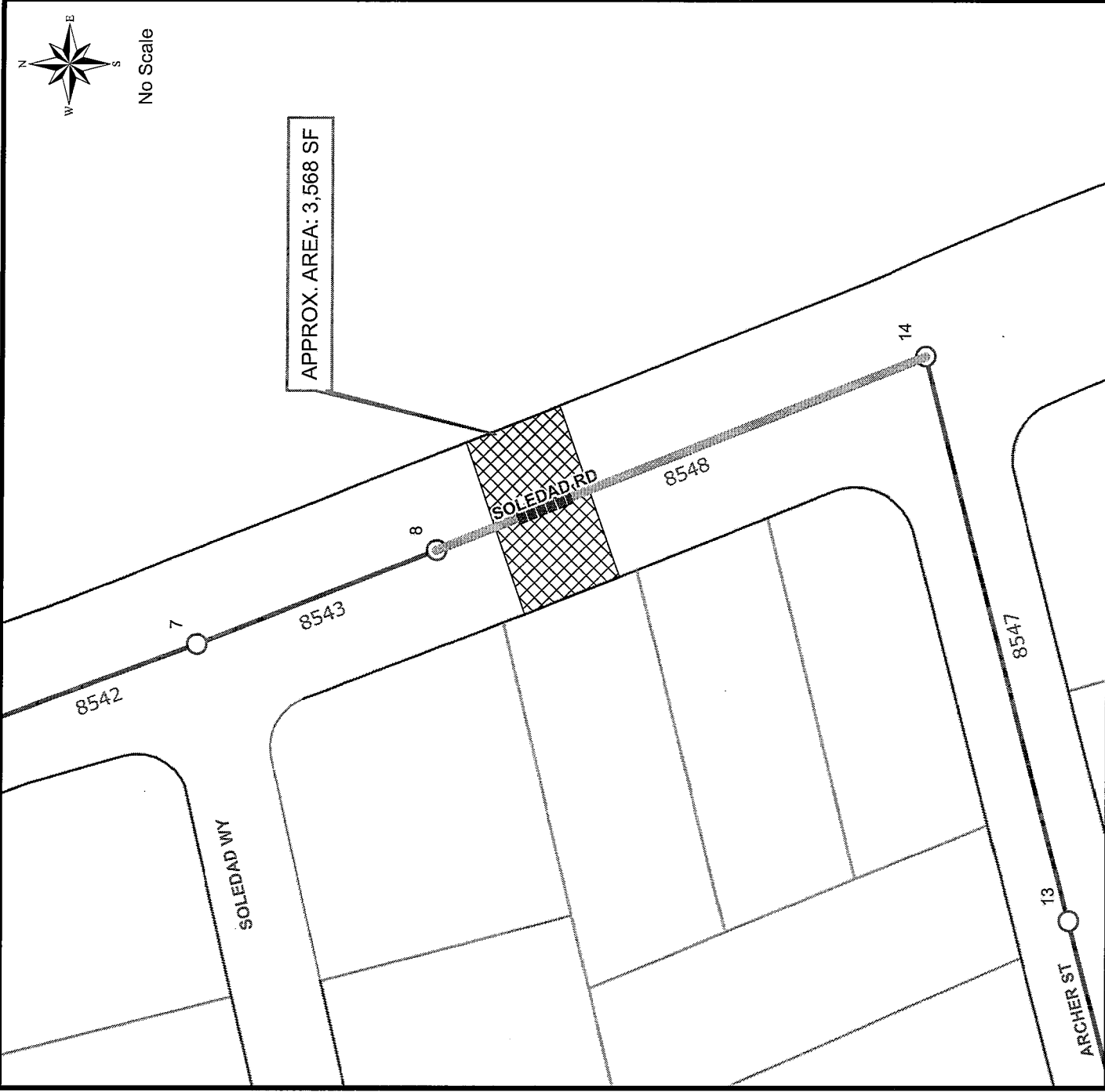
- PROPOSED SEWER REHAB
- Point Repair
- EX. SEWER MANHOLE
- EX. SEWER MAIN
- Slurry - Type I over Type III

STREET RESURFACING SHEET 1



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SEWER GROUP 835



No Scale

APPROX. AREA: 3,568 SF



Legend

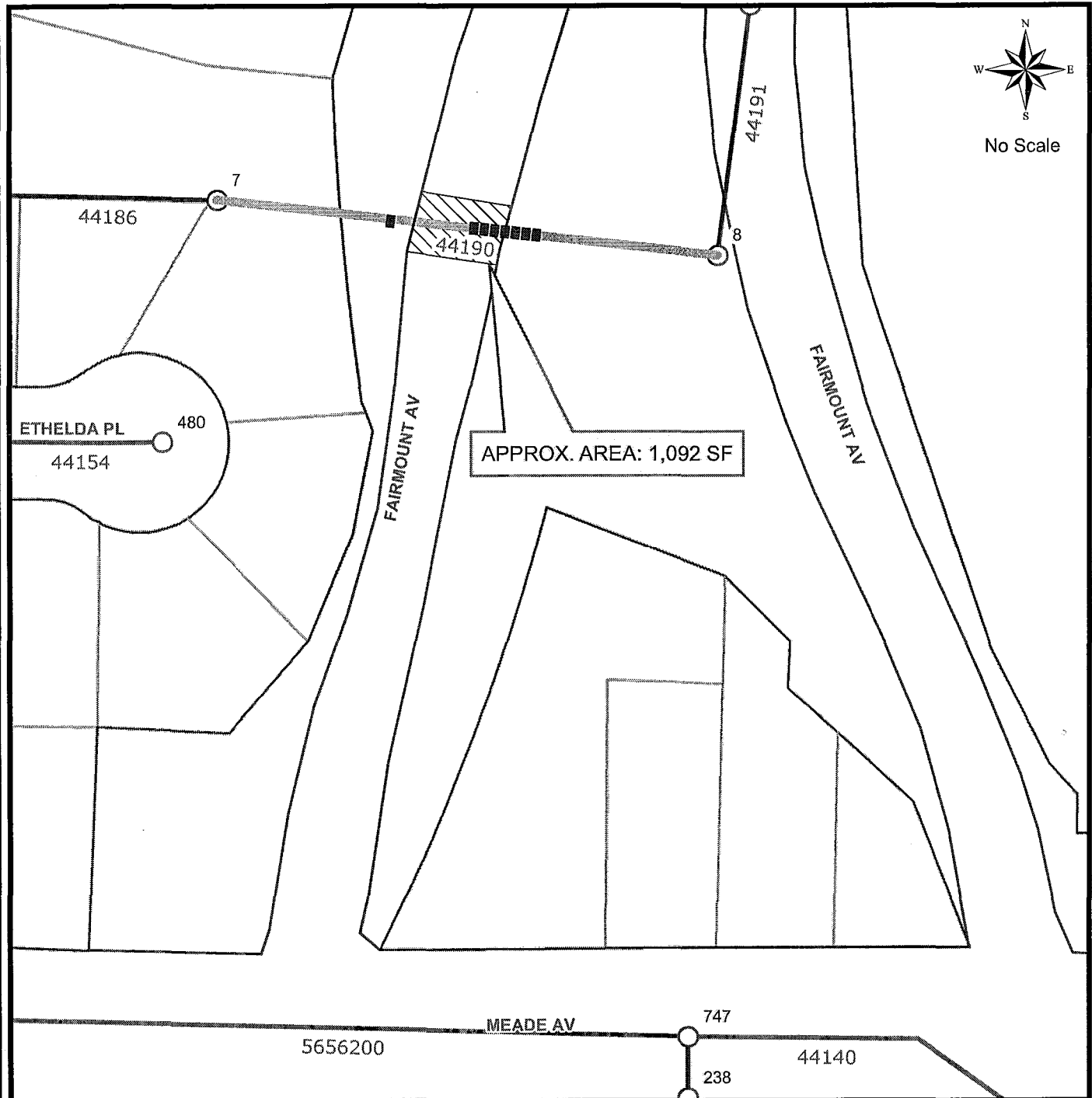
- PROPOSED SEWER REHAB
- POINT REPAIR
- EX. SEWER MANHOLE
- EX. SEWER MAIN
- Slurry - Type I over Type III

STREET RESURFACING SHEET 2

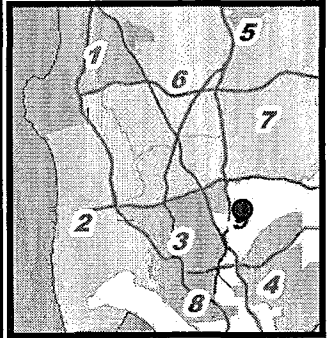


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SEWER GROUP 835



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- Legend**
- ▨▨▨▨▨ POINT REPAIR
 - PROPOSED SEWER REHAB
 - EX. SEWER MANHOLE
 - EX. SEWER MAIN
 - ▨▨▨▨▨ Slurry - Type III

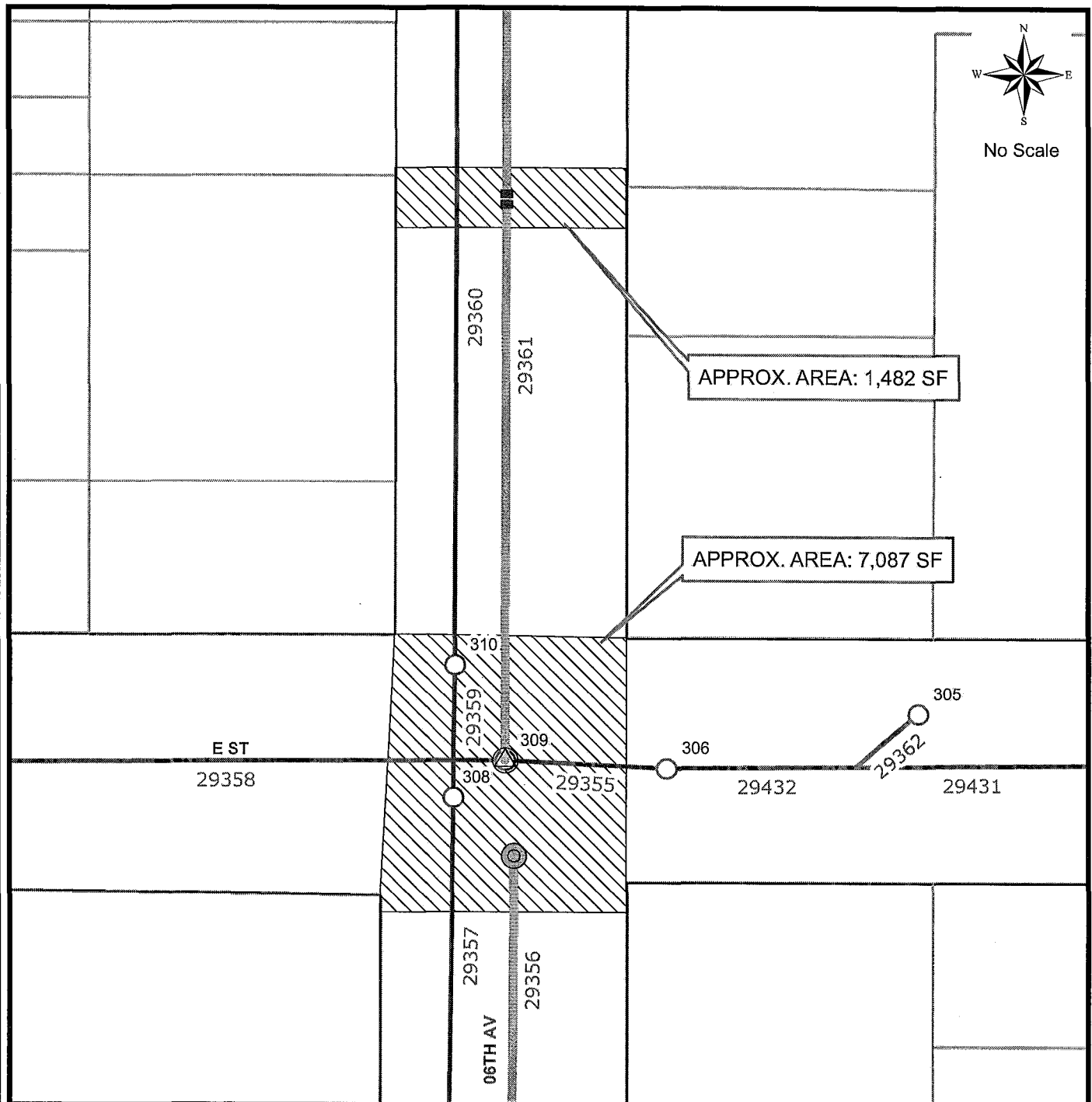
STREET RESURFACING SHEET 3



SAP ID: B13157 (S)



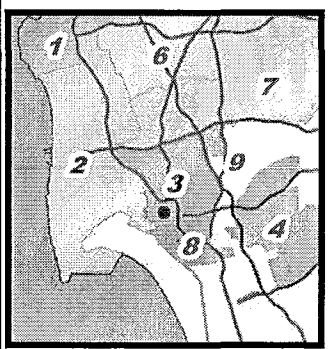
SEWER GROUP 835



APPROX. AREA: 1,482 SF

APPROX. AREA: 7,087 SF

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Legend

- Rehab Manhole
- New Manhole
- PROPOSED SEWER REHAB
- POINT REPAIR
- EX. SEWER MANHOLE
- Slurry - Type III

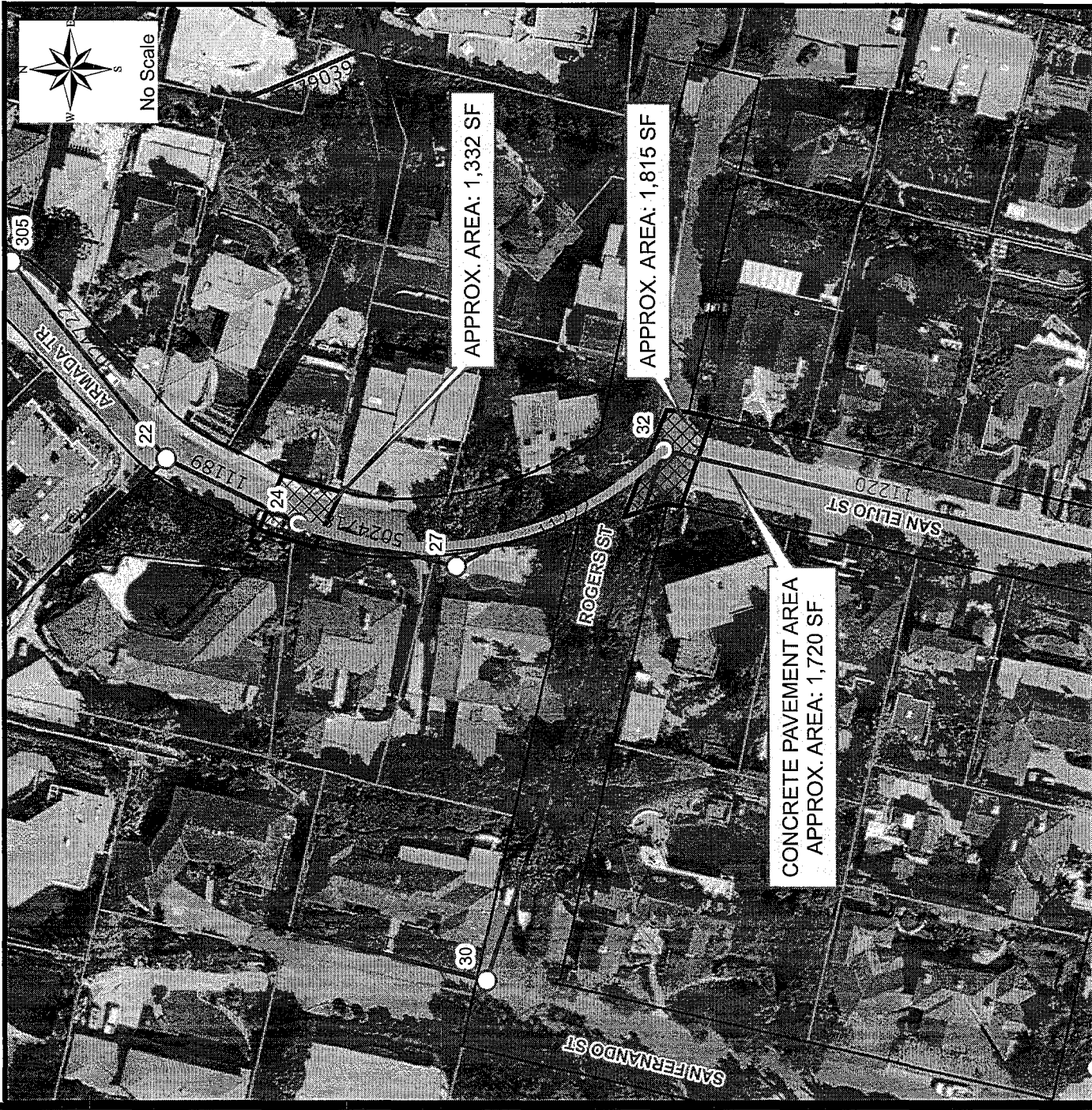
STREET RESURFACING SHEET 4



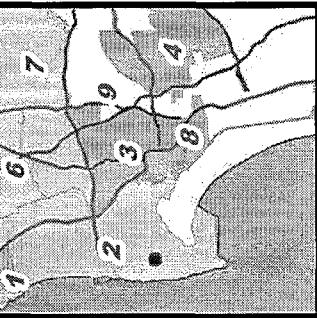
SAP ID: B13157 (S)







SEWER GROUP 835



STREET RESURFACING SHEET 5



Legend

-  PROPOSED SEWER MAIN (See Plan Sheet 4)
-  EX. SEWER MANHOLE
-  EX. SEWER MAIN
-  Slurry - Type I over Type III

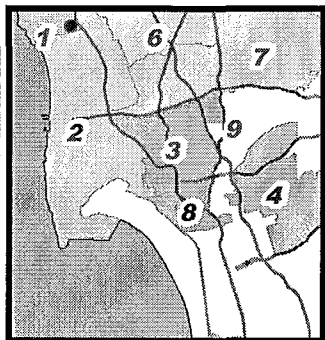


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STREET RESURFACING SHEET 6



Legend

- PROPOSED SEWER MAIN (See Plan Sheet 6)
- SEWER MAIN TO BE ABANDONED
- EX. SEWER MANHOLE
- EX. SEWER MAIN
- Slurry - Type I over Type III

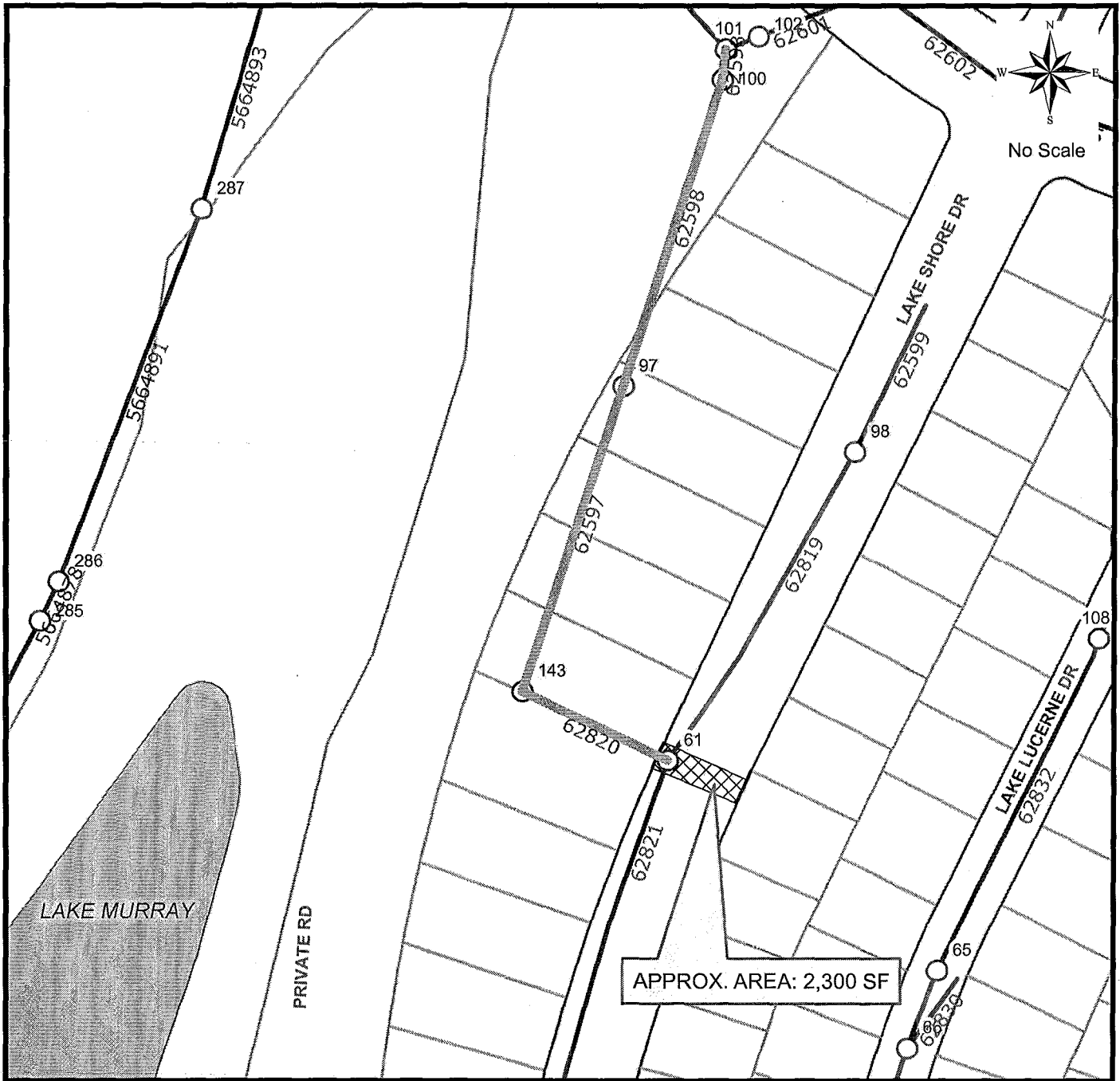
CITY OF SAN DIEGO
PUBLIC WORKS
 DEPARTMENT

SAP ID: B13157 (S)



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SEWER GROUP 835

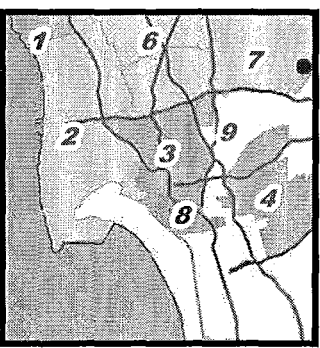


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STREET RESURFACING SHEET 7

Legend

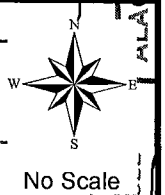
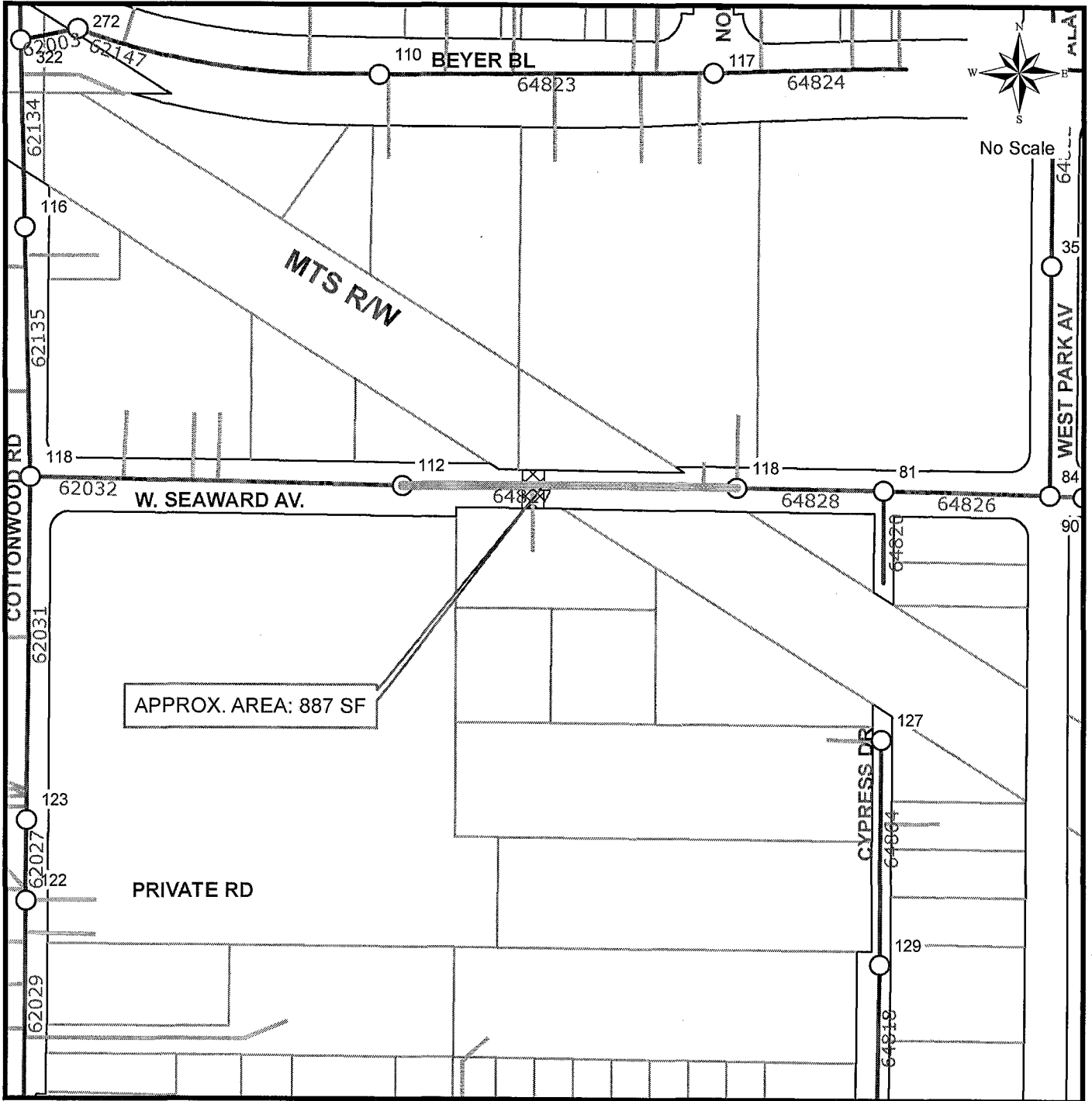
-  PROPOSED SEWER MAIN (See Plan Sheet 5)
-  EX. SEWER MANHOLE
-  EX. SEWER MAIN
-  Slurry - Type I over Type III



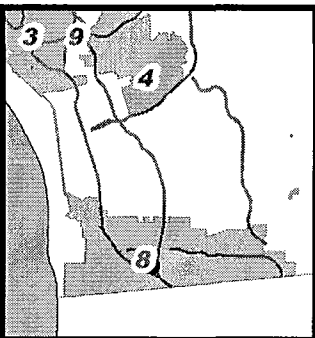
SAP ID: B13157 (S)



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- Legend**
- PROPOSED SEWER REHAB (See Plan Sheet 3)
 - EX. SEWER MANHOLE
 - EX. SEWER MAIN
 - EX. LATERALS
 - Slurry - Type I over Type III

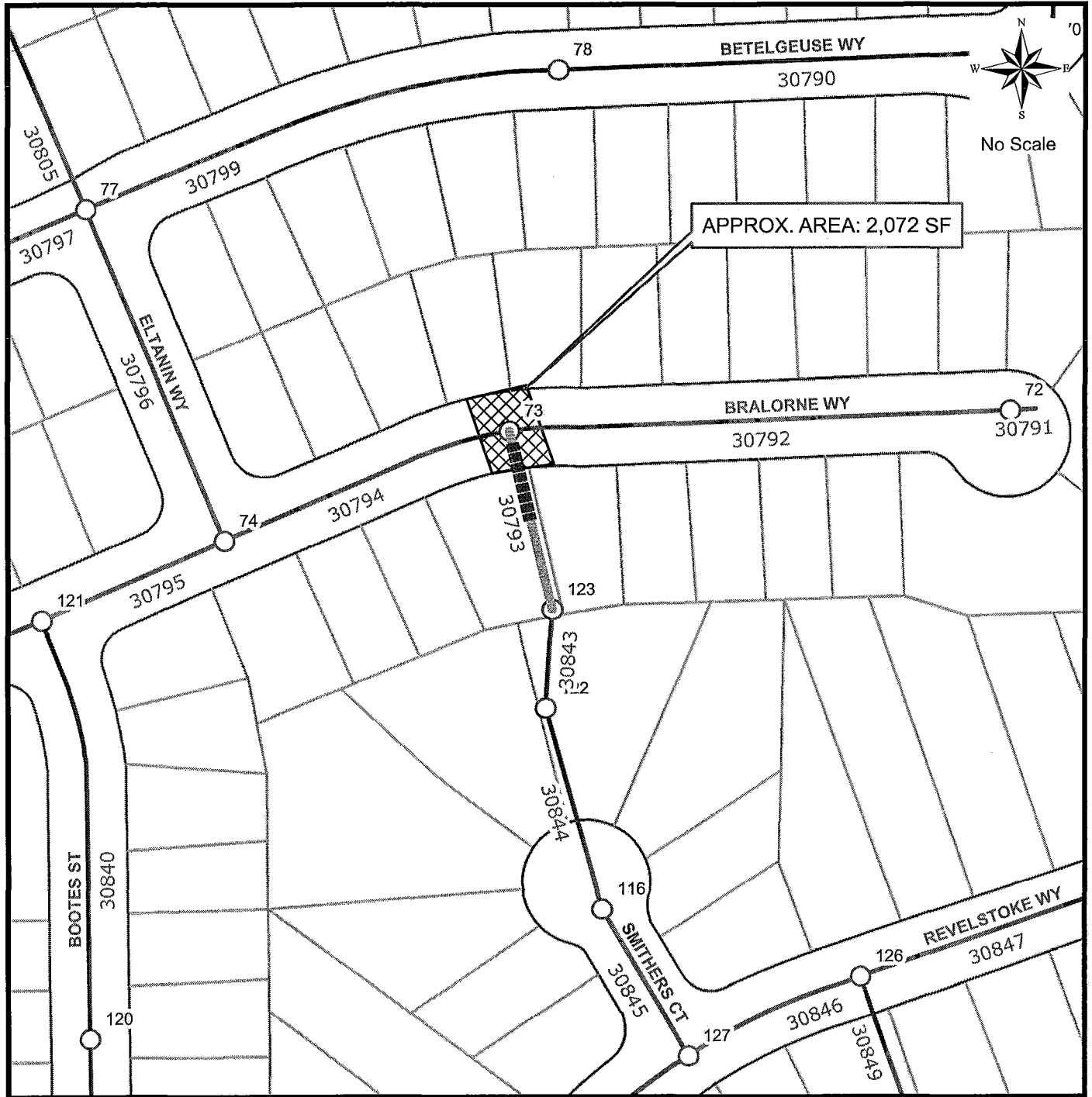
STREET RESURFACING SHEET 8



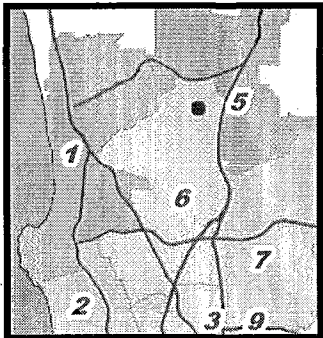
SAP ID: B13157 (S)



SEWER GROUP 835



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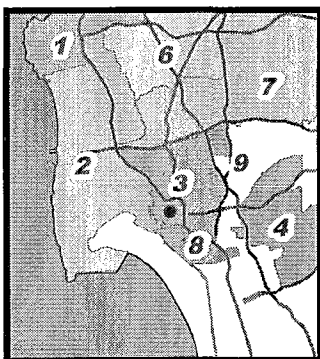
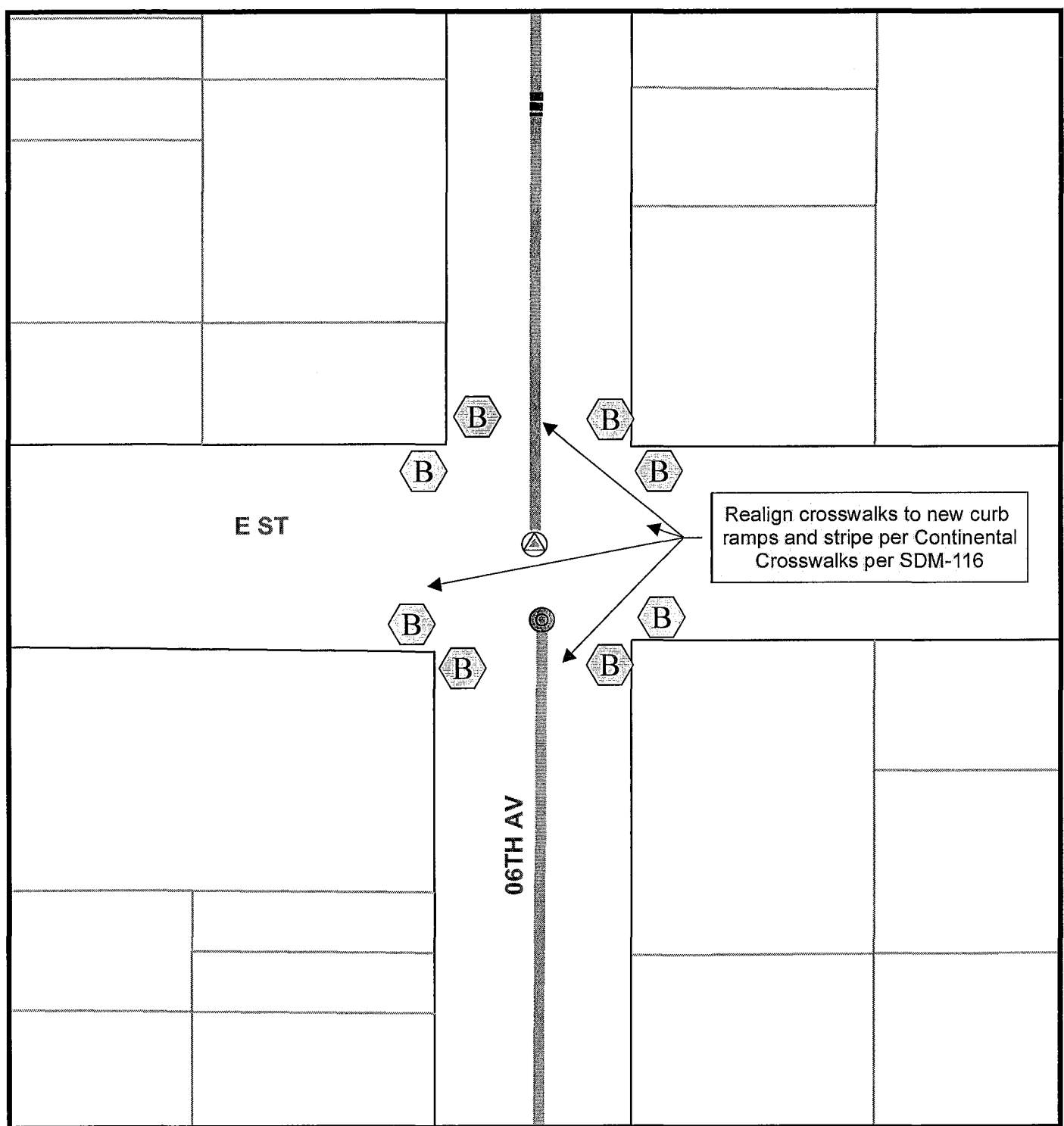
- Legend**
- PROPOSED SEWER REHAB
 - Point Repair
 - EX. SEWER MANHOLE
 - EX. SEWER MAIN
 - Slurry - Type I over Type III

STREET RESURFACING SHEET 9







APPENDIX L
CURB RAMP PLAN AND NOTES


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Legend

-  Proposed Manhole
-  Rehab Manhole
-  Point Repair
-  Main Rehab

CURB RAMP SHEET 1

-  Type B Curb Ramp Replacement



COMMUNITY NAME: DOWNTOWN

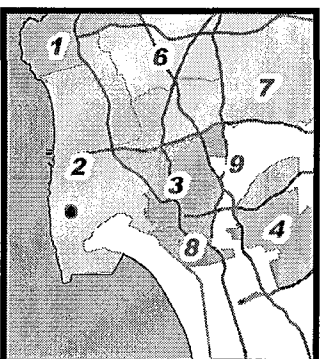
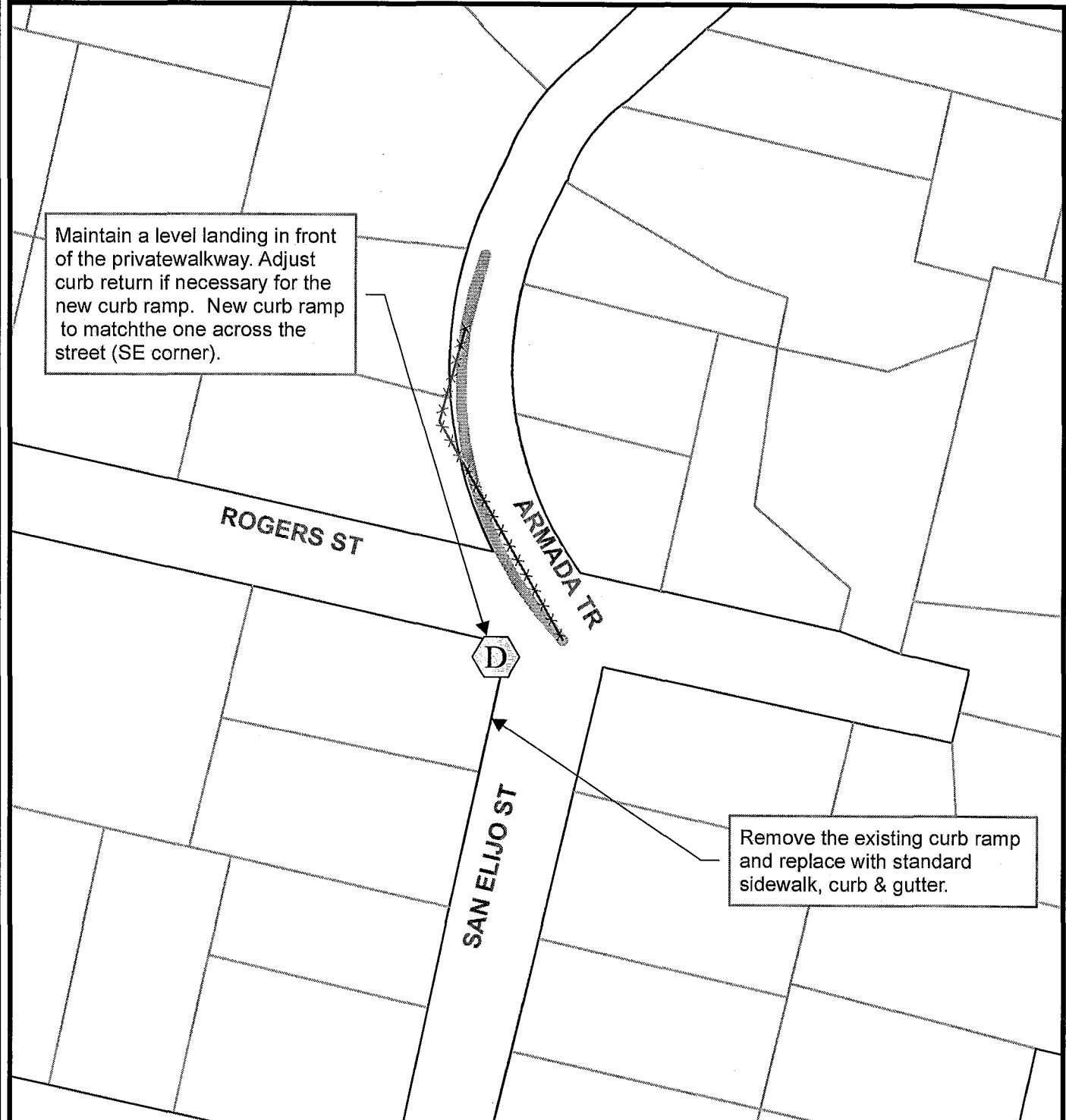
COUNCIL DISTRICT: 3

SAP ID: B13157 (S)

Date: February 17, 2016






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CURB RAMP SHEET 2

Legend

-  Proposed Sewer Main (Drawing 38280-04-D)
-  Type D Curb Ramp Replacement
-  Abandon



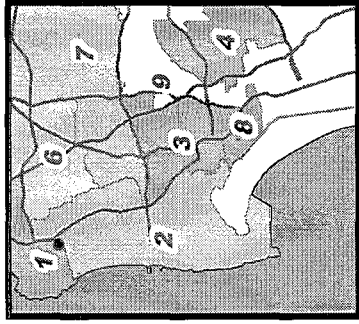
COMMUNITY NAME: PENINSULA

COUNCIL DISTRICT: 2

SAP ID: B13157 (S)




Date: February 17, 2016

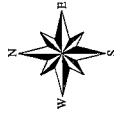




CURB RAMP SHEET 3

Legend

-  Proposed Sewer Main (Drawing 38280-06-D)
-  Abandon
-  Install Type C-2 Curb Ramp



No Scale



COMMUNITY NAME: LA JOLLA

COUNCIL DISTRICT: 1

SAP ID: B13157 (S)



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CURB RAMP NOTES TABLE									
CURB RAMP SHEET NO.	LOCATION	RAMP TYPE	NEW	REPLACEMENT	HISTORIC STAMPS	TRUNCATED DOME MATERIAL		CONSTRAINTS	COMMENTS / MODIFICATIONS
						STAINLESS STEEL	OTHER		
1	NW	B		X		X			Contractor shall match existing sidewalk finish.
	NW	B		X		X			Contractor shall match existing sidewalk finish.
	SW	B		X		X			Contractor shall match existing sidewalk finish.
	SW	B		X		X			Contractor shall match existing sidewalk finish.
	NE	B		X		X			Contractor shall match existing sidewalk finish.
	NE	B		X		X			Contractor shall match existing sidewalk finish.
	SE	B		X		X			Contractor shall match existing sidewalk finish.
2	SW	D	X				X		Remove existing mid-block curb ramp and replace with standard sidewalk, curb and gutter. Install Type D curb ramp at end of sidewalk; match curb ramp on SE corner
3	SE	C2	X				X		Contractor shall match existing sidewalk finish.

General Notes:

- 1 - All detectable warning tiles (DWT) shall be 36" deep X full ramp opening width per the City's Approved material List (AML) only.
- 2 - Protect and keep (or relocate) all historic stamps within sidewalks.
- 3 - Verify parkway ROW limits (face of curb to property line) and curb height prior to curb ramp installation.
- 4 - Locate limit lines before each curb ramp. Restripe using 12" - wide white thermoplastic.
- 5 - The construction of the curb ramp shall not affect the drainage pattern on street.
- 6 - Counter slopes (curb ramp slope plus street slope) when added cannot exceed 13%. With the exception of a Type C2 and C1, adjust the slope of the main ramp and/or street if the counter slope exceeds 5.0%.

APPENDIX M
TELEVISION INSPECTION FORMATS AND CODES

CCTV VIDEO FORMAT STANDARD

Revised on 08/28/2013

Service Provider shall provide an initial submittal at the start of televising work demonstrating the typical video and audio quality in required format with Access database fully completed for a review and approval by the City.

The video shall be at 30 frames per second. The video shall be captured and compressed so as to reduce file size as much as possible while still providing a smooth, clear video. The compression shall be in Windows Media Video 9 Format (.wmv). The compression shall not significantly degrade the still frame quality of the video or audio signal from the original source video, as judged in a side by side viewing, under normal viewing conditions.

Video and Audio Requirements Summary

	Video	Audio
Format	Windows Media Video 9 (WMV)	Windows Media Video 9 (WMV)
Frame Rate	30 fps	-
Resolution	320x240 pixels	44.1 Hz, 16-bit, Stereo
Bit Rate	775 kbps	64 Kbps
Average File Size	5.7 MB per minute	-

Digital Video Filename Specification

Pipeline Inspection

Videos are stored and named by manhole-to-manhole pipe segments. The file name must be stored in a field in the database to be provided.

The file naming convention for video files is as follows:

Start MH			End MH				Date	Dot	Extension	
Field Book Page	D a s h	Map ID	D a s h	Field Book Page	D a s h	Map ID	D a s h	h h d d m m y y	D o t	
A09S	-	1	-	A10S	-	10	-	24081205	.	WMV

Note that the Map ID and the Sequence Number will not have leading 0s. However, the date will always be specified as an eight-digit sequence with a two-digit hour based on 24-hr clock, two-digit day, a two-digit month, and a two-digit year (including leading 0s as necessary). The hour is included primarily to differentiate multiple inspections performed on the same pipe on the same day (a rare event).

Manhole Inspection

Videos are stored and named by manhole. The file name must be stored in a field in the database to be provided.

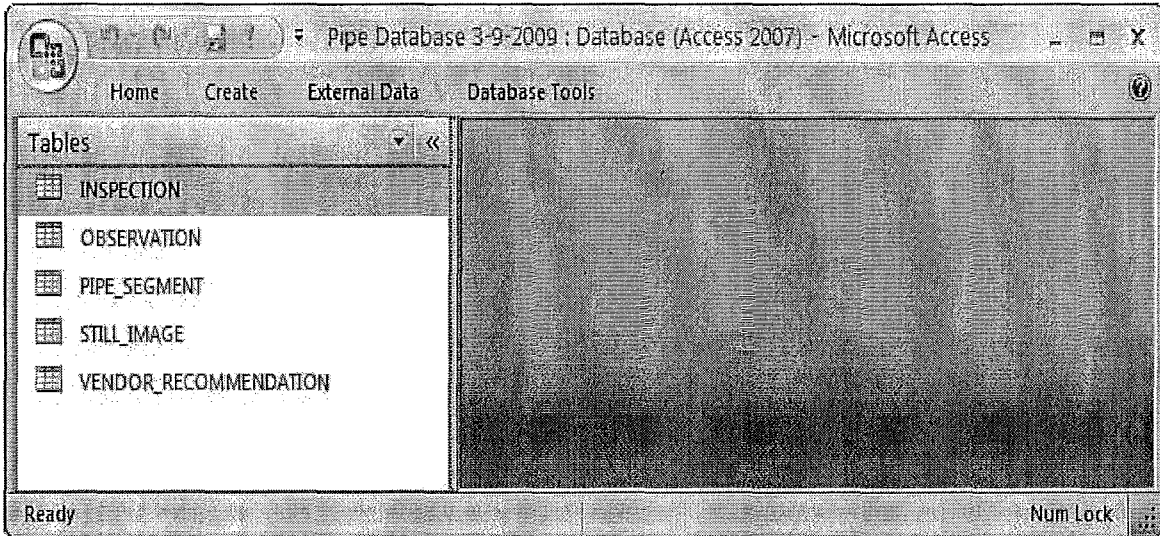
The file naming convention for video files is as follows:

Field Book Page	D a s h	Map ID	D a s h	Date h h d d m m y y	D o t	Extension
A10S	-	10	-	24081205	.	WMV

Note that the Map ID and the Sequence Number will not have leading 0s. However, the date will always be specified as an eight-digit sequence with a two-digit hour based on 24-hr clock, two-digit day, a two-digit month, and a two-digit year (including leading 0s as necessary). The hour is included primarily to differentiate multiple inspections performed on the same manhole on the same day (a rare event).

Pipe Database Structure

The Pipe database employs the use of 5 tables.



Properties

DateCreated:	5/29/2008 4:15:22 PM	DefaultView:	2
DisplayViewsOnSharePointSi	1	FilterOnLoad:	False
GUID:	{guid {D3A951C4-C5CE-4ACC-933B-41AF2D376CBC}}	HideNewField:	False
LastUpdated:	11/16/2011 8:29:03 AM	NameMap:	Long binary data
OrderByOn:	False	OrderByOnLoad:	True
Orientation:	Left-to-Right	RecordCount:	0
TotalsRow:	False	Updatable:	True

Columns

Name	Type	Size
INSPECTION_SEQ_NUM	Long Integer	4
FAC_SEQ_NUM	Double	8
INSPECTION_DT	Date/Time	8
CAMERA_OPERATOR	Text	20
PRECIPITATION_QTY	Text	20
VIDEO_DIRECTION_TXT	Text	8
STREET_NM	Text	30
SURFACE_TYP_TXT	Text	9
UPSTREAM_MANH_FLD_BK_PAGE_NUM	Text	4
UPSTREAM_MANH_MAPID	Long Integer	4
UPSTREAM_MANH_FLD_BK_GRID_NUM	Double	8
DOWNSTRM_MANH_FLD_BK_PAGE_NUM	Text	4
DOWNSTRM_MANH_FLD_BK_GRID_NUM	Long Integer	4
DOWNSTREAM_MANH_MAPID	Long Integer	4
START_FOOTAGE_QTY	Double	8
END_FOOTAGE_QTY	Single	4
QC_PERSON_NM	Text	10
QC_DT	Date/Time	8
VIDEO_FILE_NAME	Text	100

Properties

DateCreated:	5/29/2008 4:15:09 PM	DefaultView:	2
DisplayViewsOnSharePointSi	1	FilterOnLoad:	False
GUID:	{guid {DD4437B4-90AF-43E4-A136-4EF45143FD84}}	HideNewField:	False
LastUpdated:	9/29/2011 8:55:16 AM	NameMap:	Long binary data
OrderBy:	[OBSERVATION].[OBSERVATION_SEQ_NUM]	OrderByOn:	True
OrderByOnLoad:	True	Orientation:	Left-to-Right
RecordCount:	0	TotalsRow:	False
Updatable:	True		

Columns

Name	Type	Size
INSPECTION_SEQ_NUM	Long Integer	4
FAC_SEQ_NUM	Double	8
OBSERVATION_SEQ_NUM	Long Integer	4
OBSERVATION_CD	Text	10
FOOTAGE_QTY	Long Integer	4
OBSERVATION_COMMENT	Text	150

Properties

DateCreated:	6/18/2010 10:07:55 AM	DefaultView:	2
DisplayViewsOnSharePointSi	1	FilterOnLoad:	False
GUID:	{guid {2DD7767A-1885-44A9-8FD1-7F2B3CFA44CB}}	HideNewField:	False
LastUpdated:	9/29/2011 8:57:46 AM	NameMap:	Long binary data
OrderByOn:	False	OrderByOnLoad:	True
Orientation:	Left-to-Right	RecordCount:	0
TotalsRow:	False	Updatable:	True

Columns

Name	Type	Size
INSPECTION_SEQ_NUM	Double	8
Project_Name	Text	35
FAC_SEQ_NUM	Double	8
LGTH_QTY	Double	8
DEPTH	Double	8
JOINT_SPACING_NUM	Double	8
INSD_DIAM_SIZE_NUM	Double	8
START_FOOTAGE_QTY	Double	8
END_FOOTAGE_QTY	Single	4
PIPE_SEGMENT_COMMENT_TXT	Text	255
MATL_CD	Text	50
REHAB_MATL_CD	Text	5

Properties

DateCreated:	5/29/2008 4:15:16 PM	DefaultView:	2
DisplayViewsOnSharePointSi	1	FilterOnLoad:	False
GUID:	{guid {2142CAF4-0412-4E45-BF58-78D54BD0A022}}	HideNewField:	False
LastUpdated:	9/29/2011 8:55:55 AM	NameMap:	Long binary data
OrderBy:	[STILL_IMAGE].[OBSERVATIO N_SEQ_NUM], [STILL_IMAGE].[INSPECTION _SEQ_NUM]	OrderByOn:	True
OrderByOnLoad:	True	Orientation:	Left-to-Right
RecordCount:	0	TotalsRow:	False
Updatable:	True		

Columns

Name	Type	Size
INSPECTION_SEQ_NUM	Long Integer	4
FAC_SEQ_NUM	Double	8
OBSERVATION_SEQ_NUM	Long Integer	4
ONLINE_STORAGE_FILE_NM	Text	50
STILL_IMAGE_SEQ_NUM	Long Integer	4

Properties

DateCreated:	5/29/2008 4:15:19 PM	DefaultView:	2
DisplayViewsOnSharePointSi	1	FilterOnLoad:	False
GUID:	{guid {98E4257D-B19E-4B33-9C8E-532D93DCE40C}}	HideNewField:	False
LastUpdated:	9/29/2011 8:56:14 AM	NameMap:	Long binary data
OrderByOn:	False	OrderByOnLoad:	True
Orientation:	Left-to-Right	RecordCount:	0
TotalsRow:	False	Updatable:	True

Columns

Name	Type	Size
VENDOR_RECOMMENDATION_SEQ_NUM	Double	8
INSPECTION_SEQ_NUM	Double	8
FAC_SEQ_NUM	Double	8
RECOMMENDATION_CD	Text	8
RECOMMENDATION_CD2	Text	8
PRIORITY_CD	Long Integer	4

Material Descriptions used by S_Mains

The following material code goes into the PIPE_SEGMENT tables MATL_CD column.	
MATERIAL CODE	MATERIAL DESCRIPTIONS
ABS	ABS-ACRYLONITRILE BUTYLDENE STY
AC	ASBESTOS CEMENT
CI	CAST IRON
CICL	CAST IRON CEMENT LINED
CMLCS	CEMENT MORTAR LINED AND COATED STEEL PIPE
CP	CONCRETE PIPE
DI	DUCTILE IRON
FRC	FIBERGLASS REINFORCED CONCRETE
HDPE	HIGH DENSITY POLYETHYLENE
PCSC	PRESTRESSED CONCRETE STEEL CYLINDER
PERM	PERMASTRAN
PLCP	PLASTIC LINED CONCRETE PIPE
PLRCP	PLASTIC LINED REINFORCED CONCRETE PIPE
PVC	PVC-POLYVINYL CHLORIDE
RCP	REINFORCED CONCRETE PIPE
RCSC	REINFORCED CONCRETE STEEL CYLINDER
RCTL	REINFORCED CONCRETE TECHITE LINED
RPM	REINFORCED PLASTIC MORTAR
RSP	REINFORCED STEEL PIPE
SCRW	STEEL CYLINDER ROD WRAPPED
STL	STEEL
UNK	UNKNOWN
VC	VC-VITRIFIED CLAY
VCES	VITRIFIED CLAY EXTRA STRENGTH
WSCL	WELDED STEEL CEMENT LINED
The following rehab code goes into the PIPE_SEGMENT tables REHAB_MATL_CD column.	
REHAB CODE	REHAB DESCRIPTION
Lined	This only designates that the pipe was lined. For CCTV contracts only.
ULINE	U-LINER - For Rehab contracts.
RIBLC	RIBLOCK - For Rehab contracts.
INSIT	INSITUFORM - For Rehab contracts.
HOBAS	HOBAS - For Rehab contracts.
FRSTL	FIRST LINER - For Rehab contracts.
PP	POLYPHENOL - For Rehab contracts.
DANBY	DANBY - For Rehab contracts.
INLIN	INLINER - For Rehab contracts.
TECH	TECHITE - For Rehab contracts.
NOVA	NOVA - For Rehab contracts.
SEAR	SEAR - For Rehab contracts.
NATNL	NATIONAL cured in place liner - For Rehab contracts.

City of San Diego

VENDOR RECOMMENDATION TABLE CODES
FOR SEWER REHAB AND REPLACEMENT CIP
PROJECTS

Prioritization Code Key

- 0- Facility was not inspected
- ①- 0 to 250 Total Severity Points
- 2- 251 to 750 Total Severity Points
- 3- 751 or more Total Severity Points

Recommendation Code Key

- A- No Action
- B- Debris Cleaning
- C- Root Cleaning
- D- Spot Repairs
- E- Facility Replacement
- Ⓝ- Does Not Apply

WRC CODES FOR CITY OF SAN DIEGO

General Codes:

Code	Severity	Observation	Maintenance Points	Structural Points	Definitions	Standard Comments	Joints
GO	N	General Observation	0	0	General observation	If no opposite direction inspection done for an incomplete inspection, note the reason why. Note defects in service connections.	
ST	N	Start Inspection	0	0	Use at the start of all inspections	"Re-Inspection after cleaning", Note if depth of flow is 1/3 pipe or more note if pipe material from manhole is different from line	
FH	N	Finish Inspection	0	0	Use at the end of all inspections	Note the cause for ending the observation if you are not in the manhole, e.g. "camera blocked", "Overlap Point", "Clean Out", or "Dead End". If you are ending a reinspection use "End Re-Inspection".	
MH	N	Manhole	0	0	Upstream/Downstream manhole	Manhole number	
MB	N	Manhole, Buried	0	0	Any buried / paved over manhole shown on plans	MH # & Note if it is buried or paved over	
MU	N	Manhole, Undocumented	0	0	All manholes not on the plans	Note if it is paved over / buried	
MD	N	Manhole, Drop Connection	0	0	Drop Connection	Note if it is an inside, outside or direct drop Use with MB or MH	
CUB	N	Camera submerged begin	50	50	Whenever the camera lens is partially or fully submerged, obstructing the view		
CUE	N	Camera submerged end	50	50	Whenever the camera lens is returned to a normal state		
SA	N	Camera Blocked	75	100	Impassable blockage, note apparent cause	Precede Observation with a General observation Noting the apparent cause, e.g. by roots	
DND	N	Dead End	0	0	Dead End	Note if "Plug" & condition	
CO	N	Cleanout	0	0	Use when the camera reaches a cleanout		
MC	N	Material Change	0	0	Any change of pipe material	"Transition to (new pipe size)"	
DC	N	Diameter Change	0	50	Any change of pipe size	"Transition to (new pipe size & material)"	
LL	N	Bend in Pipe Left	0	50	Any bend in pipe to the left.		
LR	N	Bend in Pipe Right	0	50	Any bend in pipe to the right.		
LD	N	Bend in Pipe Down	0	50	Any bend in pipe down.		
LU	N	Bend in Pipe Up	0	50	Any bend in pipe up.		
RP	N	Reverse Pull	0	0	When a camera is reversed into a line and pulled back to the start manhole		
RS	N	Restricted Channel	0	0	Use when the camera is unable to access a channel		
V	N	Vermin	0	0	Any animal or rodent inside the pipe/manhole	Type of rodent	
BG	N	Bugs	0	0	Severe infestation of insects inside the pipe/manhole	Type of bug	

Pipe Codes:

Code	Severity	Observation	Maintenance Point	Structural Point	Definitions	Standard Comments
R	S	Roots, Small	25	0	Light fine roots - root fingers following the wall of the pipe covering not more than 10% of the pipe wall; tap root less than 1/4"	Note if roots are coming from a crack, hole, or around a lateral
	M	Roots, Medium	75	0	Medium fine roots covering 10 to 20% of the pipe wall or more than 1/4 of the pipe; tap root - 1/4" to 1/2"; camera passes without difficulty	
	L	Roots, Large	100	50	Heavy fine roots - a carpet of roots following the walls of the pipe or a mass greater than 1/2 pipe dia.; tap root greater than 1/2"	
I	S	Infiltration, slight	0	50	Seeping or Dripping	
	M	Infiltration, Medium	0	75	Constant stream	
	L	Infiltration, Large	0	150	Gushing water	
E	S	Slight Mineral Deposits		50	Indication of Infiltration	
	M	Medium Mineral Deposits	0	75	Under 10% of ID thick	
	L	Heavy Mineral Deposits	0	150	Greater than 10% of ID thick	
CC	S	Circular Crack, Small	0	100	Hairline less than 50% of circumference	Note if they are spiral cracks Cracks at joints are within 4" of joint
	M	Circular Crack, Medium	0	150	Less than 1/8" open, or hairline greater than 50% of circumference	
	L	Circular Crack, Large	0	250	1/8" or greater, open	
CL	S	Crack -Longitudinal, Small	0	100	Hairline less than 1 section of pipe	If the crack extends past one section of pipe, note the end footage, e.g. to 105'. For continuing cracks, note every 3 pipe lengths with a "continuing" note Cracks at joints are within 4" of joint
	M	Crack -Longitudinal, Medium	0	150	Less than 1/8" open, or hairline greater than 1 section of pipe	
	L	Crack -Longitudinal, Large	0	250	1/8" or greater, open	
CM	S	Cracks -Multiple, Small	0	100	Hairline cracks in multiple directions, less than 1 section of pipe	Cracks at joints are within 4" of joint
	M	Cracks -Multiple, Medium	0	150	Less than 1/8" open, or hairline greater than 1 section of pipe, in multiple directions	
	L	Cracks -Multiple, Large	0	300	Cracks in multiple directions, 1/8" or greater, open	
B	S	Broken Pipe, Small	0	250	Connecting cracks, no displacement	Note appearance of break Within 4" of joint, crescent crack with no displacement, or displaced / gone less than 1 hr, within bell, no dirt showing Within 4" of joint, crescent crack with displacement 1 - 3 hrs, or displaced / gone 1- 2hrs, within bell, no dirt showing Within 4" of joint, crescent crack with displacement > 3 hrs, or displaced / gone > 2hrs, within bell, no dirt showing
	M	Broken Pipe, Medium	0	300	Connecting cracks, some displacement (less than 1/4")	
	L	Broken Pipe, Large	0	500	Connecting cracks, displacement greater than 1/4"	
X	N	Collapsed Pipe	0	700	Use if a section of the pipe wall has fallen in and the structural integrity of pipe has been compromised.	Note the approximate size and give a description.
H	S	Hole in Pipe, Small	0	250	15" pipe or less: <1" dia. hole* > 15" pipe: <2" dia. hole*	* If a hole is below the waterline it moves up to the next severity Note the approximate size of the hole, e.g. 1.5". Note if there is an apparent void.
	M	Hole in Pipe, Medium	0	400	15" pipe or less: 1" to 3" dia, pipe is sound, no void * > 15" pipe: 2" to 4" dia, pipe is sound, no void *	
	L	Hole in Pipe, Large	0	500	Greater than a moderate hole	

DS	N	Begin Pipe Sag	0	100	Flow depth increases more than 25% of ID		
DF	N	End Pipe Sag	0	0	End of sag	Note maximum depth of sag if not submerged	
SS	S	Erosion of CP, Slight	0	100	Rough walls	Use only with concrete pipe	
	M	Erosion of CP, Moderate	0	200	Exposed aggregate		
	L	Erosion of CP, Large	0	500	Exposed rebar		
DEG	S	Debris -Grease, slight	50	0	Slight indication 1/4"-1/2"	Note percentage of pipe (similar to roots), for continuing grease, enter observation every 25'	
	M	Debris -Grease, Moderate	75	0	1/2" to 2" thick		
	L	Debris -Grease, Large	150	0	Greater than 2" thick		
DE	S	Debris, Slight	50	0	10% of ID or less, rough debris	Note the type of debris, e.g. rocks, sludge, etc. For continuing debris, enter observation every 25'	
	M	Debris, Moderate	75	0	10-25% of ID, rough debris		
	L	Debris, Large	150	0	Greater than 25% of ID or impassable, rough debris		
DES	S	Debris -Silt, Slight	50	0	10% of ID or less, smooth silt	Note the type of debris, e.g. rocks, sludge, etc. For continuing debris, enter observation every 25'	
	M	Debris -Silt, Moderate	75	0	10-25% of ID, smooth silt		
	L	Debris -Silt, Large	150	0	Greater than 25% of ID or impassable, smooth silt		
D	S	Deformation, Slight	0	50	Less than 15% of ID		
	M	Deformation, Moderate	0	100	Between 15% and 30% of ID		
	L	Deformation, Large	0	150	>30%		
LC	S	Lining Defect, Small	0	50	Wrinkles, bubbles, dimples	Note the defect	
	M	Lining Defect, Moderate	0	100	Tear, 25% flow restriction		
	L	Lining Defect, Large	0	250	Greater than 25% flow restriction, missing liner		
SR	N	Spot Repair	0	50	Existing repair	Note repair condition	
CO	S	Corrosion of CI, Slight	0	100	Light tuberculation	Use only with Metal Pipe	
	M	Corrosion of CI, Moderate	0	200	moderate tuberculation		
	L	Corrosion of CI, Large	0	500	impassable, heavy tuberculation		

Joint Codes

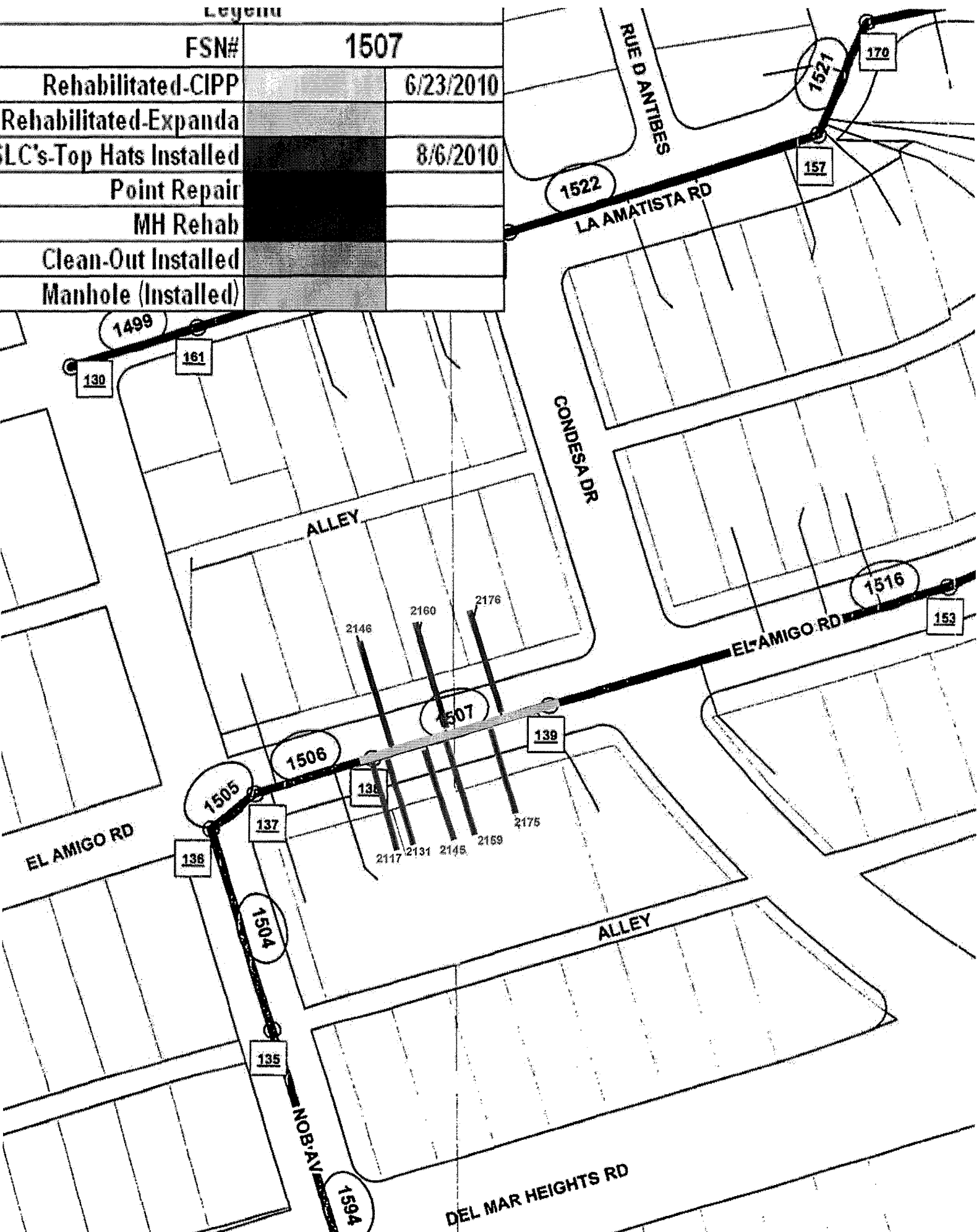
RJ	S	Roots at Joint, Small	25	0	Light fine roots - root fingers following the wall of the pipe covering not more than 10% of the pipe wall	Note if roots are coming from a crack, hole, or around a lateral	For roots at joints that are continuing: Put in an observation every 25' and note roots at 25% of joints, 50% of joints, 75% of joints or all joints. (understanding that 50% means 25% - 50% etc.). <u>Note every occurrence of Heavy Roots</u>
	M	Roots at Joint, Medium	75	0	Medium fine roots covering 10 to 20% of the pipe wall		
	L	Roots at Joint, Large	100	50	Heavy fine roots - a carpet of roots following the walls of the pipe		
JD	M	Joint Displaced, Medium	0	50	To thickness of pipe wall.	Do not note minor offsets	
	L	Joint Displaced, Large	0	150	Visible dirt/greater than pipe wall thickness		
IJ	S	Infiltration at Joint, Small	0	50	Seeping or Dripping		
	M	Infiltration at Joint, Medium	0	75	Constant stream		
	L	Infiltration at Joint, Large	0	150	Gushing water		
COJ	S	Corrosion at Joint, Slight	0	75			
	M	Corrosion at Joint, Moderate	0	150	Passable		
	L	Corrosion at Joint, Large	0	500	impassable		
CCJ	S	Circular Crack at Joint, Small	0	100	Hairline less than 50% of circumference	Note if they are spiral cracks	Cracks at joints are within 4" of joint
	M	Circular Crack at Joint, Medium	0	150	Less than 1/8" open, or hairline greater than 50% of circumference		
	L	Circular Crack at Joint, Large	0	250	1/8" or greater, open		
CLJ	S	Crack -Longitudinal at Joint, Small	0	100	Hairline less than 1 section of pipe	If the crack extends past one section of pipe, note the end footage, e.g. to 105'. For continuing cracks, note every 3 pipe lengths with a "continuing" note	Cracks at joints are within 4" of joint
	M	Crack -Longitudinal at Joint, Medium	0	150	Less than 1/8" open, or hairline greater than 1 section of pipe		
	L	Crack -Longitudinal at Joint, Large	0	250	1/8" or greater, open		
CMJ	S	Multiple Cracks at Joint, Small	0	100	Hairline cracks in multiple directions, less than 1 section of pipe		Cracks at joints are within 4" of joint
	M	Multiple Cracks at Joint, Medium	0	150	Less than 1/8" open, or hairline greater than 1 section of pipe, in multiple directions		
	L	Multiple Cracks at Joint, Large	0	300	Cracks in multiple directions, 1/8" or greater, open		
GEJ	N	Gasket Exposed at Joint	0	50	Gasket exposed at joint		
SJ	S	Separated Joint, Slight	0	50	Bell Exposed		
	M	Separated Joint, Moderate	0	100	Dirt Exposed at top of pipe		
	L	Separated Joint, Large	0	200	Dirt Exposed at bottom of pipe		
BJ	S	Broken Joint, Small	0	250	Connecting cracks, no displacement	Note appearance of break	Within 4" of joint, crescent crack with no displacement, or displaced / gone less than 1 hr, within bell, no dirt showing Within 4" of joint, crescent crack with displacement 1 - 3 hrs, or displaced / gone 1- 2hrs, within bell, no dirt showing Within 4" of joint, crescent crack with displacement > 3 hrs, or displaced / gone > 2hrs, within bell, no dirt showing
	M	Broken Joint, Medium	0	300	Connecting cracks, some displacement (less than 1/4")		
	L	Broken Joint, Large	0	500	Connecting cracks, displacement greater than 1/4"		

Service Codes

Code	Severity	Observation	Maintenance Point	Structural Point	Definitions	Standard Comments	
CN	N	Service Connection	0	0	All factory lateral "Y" or "T" service connections		
CB	N	Break in Connection	0	50	All laterals connected into a hole broken or cut into the main	Note if it is "broken in" rather than cut	
CXC	S	Connection W/ Slight Defect	0	50	Light roots, hairline cracks	Use after CN or CB Note the defect	Use for lateral defects, not pipe defects
	M	Connection W/ Moderate Defect	0	100	Medium roots, medium cracks		
	L	Connection W/ Large Defect	0	150	Heavy roots, open cracks		
CNI	S	Minor Intruding Lateral	0	75	Less than 1"	Use after CN or CB note how far it intrudes	
	M	Moderate Intruding Lateral	0	150	1" to 2"		
	L	Severe Intruding Lateral	0	250	Greater than 2"		
CRA	S	Small Roots around lateral	20	50	Small Roots from around the outside of the lateral		
	M	Medium Roots around lateral	50	50	Medium Roots from around the outside of the lateral		
	L	Heavy Roots around lateral	75	100	Heavy Roots from around the outside of the lateral		
CR	S	Slight Roots in Lateral	20	0	Small Roots in / from lateral		
	M	Medium Roots in Lateral	50	0	Medium roots in / from lateral		
	L	Heavy Roots in Lateral	75	50	Heavy roots in / from lateral		
CG	S	Slight Grease From Connection	50	0	Slight indication 1/4"-1/2"	Note percentage of pipe (similar to roots), for continuing grease, enter observation every 25'	
	M	Medium Grease From Connection	75	0	1/2" to 2" thick		
	L	Heavy Grease From Connection	150	0	Greater than 2" thick		
CP	N	Plugged Connection	0	0	Lateral not in use	"Plugged" "Full of Rocks", etc.	

Legend

FSN#	1507
Rehabilitated-CIPP	6/23/2010
Rehabilitated-Expanded	
LC's-Top Hats Installed	8/6/2010
Point Repair	
MH Rehab	
Clean-Out Installed	
Manhole (Installed)	



APPENDIX N
SAMPLE REPLUMB AGREEMENT

AGREEMENT BETWEEN THE CITY AND THE PRIVATE PROPERTY OWNER TO CONSTRUCT A PRIVATE SEWER LATERAL

The City of San Diego is constructing a new sewer main in the public right-of-way to replace the main that currently serves your property in order to secure the health and safety of the citizenry. The name of the construction project improving the sewer serving your property is *[insert project name]*, WBS Element *[insert lowest WBS element]*. As a result of the new sewer main construction, the City anticipates that on or about *[insert date]*, the existing sewer main servicing *[insert property address]* will be abandoned and service will be terminated. In order to connect to the new sewer main, a new private sewer lateral must be constructed to service the Property.

In order to expedite construction of the new sewer main, the City will provide to the owner(s) of the Property [Property Owner(s)] construction of a new private sewer lateral at no cost in accordance with the terms and conditions of this Agreement. If the Property Owner(s) reject(s) the City's offer to construct a Lateral, the Property Owner(s) must personally secure the construction of a Lateral, and connection to the new sewer main, or provide equally effective means of waste disposal, at Property Owner's(s') own expense. Further, Property Owner(s) who fail to construct a Lateral or who do so incorrectly, and all other Property Owner(s) who reject the City's offer, are solely and fully responsible for any and all liability, claims, losses, damages, or injuries to any person or property relating to flooding from the sewer main, private sewer lateral, or any other related facility.

To take advantage of the City's offer of construction at no expense to the Property Owner(s), the Property Owner(s) must return to the City an original copy of this Agreement, with notarized signatures from all Parties who have an ownership interest in the Property to *Right of Way Design Division, Attn: Project Engineer [insert project engineer], 525 B Street, Suite 750, San Diego, CA 92101-4502* within thirty (30) days of its receipt. Failure to submit the signed Agreement within that time period constitutes a rejection of this Agreement, triggering all liability described above. The City may, in its sole discretion, accept the completed Agreement after the thirty days have elapsed. If the Property Owner(s) accept(s) the City's offer and the completed Agreement is accepted by the City, then the parties agree as follows:

- 1. Right to Enter.** Property Owner(s) authorize(s) the City, its officers, agents, employees, and independent contractors to enter upon the Property (APN# *[APN #]*) for the purpose of constructing a Private Sewer Lateral. This Right of Entry is limited in time and shall automatically expire three hundred and sixty-five (365) days from the date the Notice of Completion is filed under the applicable construction contract.
- 2. City to Hire Contractor.** The City will hire a licensed contractor to construct a Lateral, provided that money is first authorized by the City Council or Mayor as required by law. The Contractor will design the Lateral and obtain a building permit, if required, for this work.

3. Construction of Lateral. Construction of the Lateral includes any and all equipment, facilities, and/or appurtenances necessary to secure adequate sewer service from the Property to the new sewer main. The construction and equipment will include a Lateral, cleanouts, connection to the new main, and abandonment of the old private sewer lateral. The location and limits of this work will be substantially as shown on *Exhibit A* (drawing), incorporated herein by this reference, or as otherwise agreed to in writing by the parties.

4. Contractor Obligations. The Contractor will protect, shore, brace, support, and maintain all underground pipes, conduits, drains, and other underground construction uncovered or otherwise affected by the construction of the Lateral. The Contractor will restore those portions of existing improvements that are affected by construction operations to their original or practical equivalent condition, as determined by the City, including pavement, decorative pavers, driveways, curbs, walks, tile, minor structures, retaining walls, utility poles, guy wires, fences, lawns, shrubs, and trees. Mature landscaping will be replanted with a practical and commercially available replacement and the Property Owner(s) shall be responsible for, in perpetuity, all maintenance and watering necessary to insure growth from the date planted.

5. Damage or Injury During Construction. Property Owner(s) shall not be responsible for any damage to equipment or injury to the City's officers, agents, employees, or independent contractors incurred in performance of construction of the Lateral, except as caused by Property Owner's(s') negligence or willful misconduct.

6. Notification of Commencement. The Contractor will be responsible for notifying the occupants of the Property at least ten (10) working days before starting construction.

7. City Inspection of Work. Property Owner(s) shall allow City representatives to have reasonable access to the Property to verify that Contractor's work was performed in accordance with applicable State and local plumbing, building, and health regulations. The City will perform a final inspection of the Lateral to confirm construction and for the purpose of determining whether the Lateral complies with or violates any enactment or contains or constitutes a hazard to health and safety. The Property Owner(s) agree(s) that the City's approval is general approval only and that the Contractor is solely responsible for complying with all applicable laws, codes, and good construction practices.

8. Work Site Access and Condition. The Contractor will maintain pedestrian and vehicular access to the Property after working hours and as much as practical during working hours (7 a.m. to 3:30 p.m.). [If there are any changes to the working hours, the Contractor will notify the Property Owner(s) or occupants of the Property at least 48 hours in advance.] The Contractor will be required to keep the work site clean and free from rubbish and debris through all phases of construction. Upon completion of the work, the Contractor will remove all equipment, materials, and debris from the work site.

9. Warranty and Maintenance Obligations. After the City's final inspection, construction of the Lateral is considered complete. Upon completion, the Contractor will warrant the Contractor's work, guaranteeing for a period of one (1) year that the work is free from defects in workmanship or materials. The Contractor shall be responsible for any and all necessary work covered by the warranty during the warranty period. Any warranties available on pipe or other materials shall be provided by

the Contractor and/or any manufacturer to the Property Owner(s). Upon completion, the Property Owner(s) shall bear full responsibility for any and all maintenance of the Lateral. In addition, the Property Owner(s) shall bear full responsibility for any and all repairs of the Lateral, and any and all equipment, facilities, and/or appurtenances including, but not limited to, anything not covered by any available warranties and anything not covered after expiration of any available warranties.

10. Liability After Completion. Upon completion, the Property Owner(s) shall release and agree to hold the City harmless from any and all liability for any damages caused or claimed to be caused by the design, construction, maintenance, repair, or presence of the Lateral, and from any liability or claims by any person arising from any conditions discovered at the Property or arising as a result of work performed at the Property by the Contractor related to the subject matter of this Agreement. Under no circumstances shall the City be liable for any losses or damages, however caused, relating to the Lateral.

11. Section Headings. All captions and section headings are for convenience only and shall not affect the interpretation of this Agreement.

12. Counterparts. This Agreement may be executed in several counterparts. All counterparts collectively constitute one Agreement that is binding on all of the parties to this Agreement even though each of the signatory parties may have executed separate counterparts.

13. Authority to Execute. The parties signing this Agreement represent and warrant that they are legally authorized and competent to execute this Agreement.

14. Entire Understanding. This Agreement constitutes the entire agreement between the parties, and supersedes any and all prior understandings, representations, warranties, and agreements on this issue.

15. Covenant Running with the Land. The Agreement is a covenant running with the Property and shall be binding upon the Property Owner(s) and any Successor(s), and the interests of any Successor(s). The interests of any Successor(s) shall be subject to each and every condition set out in this Agreement and all referenced documents. Property Owner(s) agree to provide a copy of this Agreement to any prospective purchasers of the Property.

16. Notarization and Recording. This Agreement shall be executed in recordable form by the Property Owner(s) before a Notary Public. After this document has been fully executed by all of the parties, it shall be recorded by the City as an agreement affecting real property, in the Office of the Recorder of the County of San Diego, State of California.

IN WITNESS WHEREOF, this Agreement is executed by the City of San Diego, acting by and through its Mayor or designee, pursuant to the Mayor's delegation in accordance with San Diego City Charter section 265 authorizing such execution, and by the Property Owner(s).

PROPERTY OWNER(S)

THE CITY OF SAN DIEGO

By: _____
(Property Owner's Signature)

By: _____
William Downs Prior
Principal Contract Specialist
Purchasing & Contracting Department

- Individual
 - Trustee
 - Other/Specify: _____
- (Please Check **Only** One Box)

Dated: _____

Dated: _____

Print Name/Title (if applicable)

By: _____
(Additional Property Owner's Signature)

- Individual
 - Trustee
 - Other/Specify: _____
- (Please Check **Only** One Box)

Dated: _____

Print Name/Title (if applicable)

Print Name of Trust, Corporation, or other

Holding Property (if applicable): _____

Property Owner(s) Telephone Number: _____

I HEREBY APPROVE the form and legality of the foregoing Agreement this _____ day of _____, 20_____.

JAN I. GOLDSMITH, City Attorney

By: _____
Deputy City Attorney

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____

On _____ before me, _____
(Insert name and title of officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledge to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

APPENDIX O
LONG-TERM REVEGETATION MAINTENANCE AGREEMENT

LONG-TERM REVEGETATION MAINTENANCE AGREEMENT

This Long-Term Revegetation Maintenance Contract (LTRMC) is made and entered into by and between the City of San Diego (City), a municipal corporation, and **INSERT NAME OF CONTRACTOR - TO BE IDENTIFIED AFTER AWARD** (Contractor), who may be individually or collectively referred to herein as a "Party" or the "Parties."

RECITALS

- A.** Concurrent with execution of this LTRMC, the Parties entered into a general contract (Construction Contract) for the construction of **Sewer Group 835** (Project), WBS number **B-13157**, Bid No. K-17-1427-DBB-3.
- B.** In accordance with the Construction Contract, the Contractor shall enter into this contract with the City for the purpose of implementing and fulfilling long-term revegetation maintenance and monitoring requirements in accordance with the City of San Diego Municipal Code and the Contract Documents for the specified elopement(s) of **Sewer Group 835** (Maintenance Requirements). The performance of the terms of this LTRMC shall commence immediately upon completion of performance of the Construction Contract.
- C.** The Contractor is ready and willing to fulfill its maintenance requirements in accordance with the terms of this LTRMC.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants and conditions set forth herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby set forth their mutual covenants and understandings as follows:

INTRODUCTORY PROVISIONS

- A. Recitals Incorporated.** The above referenced Recitals are true and correct and are incorporated into this LTRMC by this reference.
- B. Exhibits Incorporated.** All Exhibits and Attachments referenced in this LTRMC are incorporated into this LTRMC by this reference.
- C. Contract Term.** This LTRMC shall be effective upon completion of the Plant Establishment Period as described in SECTION 700-1.1 of the Construction Contract, and it shall be effective until completion of the Work, described in Section 1.1 below.
- D. Terms and Conditions.** This LTRMC is subject to the terms and conditions of the Construction Contract included in The GREENBOOK and The WHITEBOOK i.e., Part 1, Sections 212, 308, and 700 through Section 708 and The WHITEBOOK EOCP Section except as follows.

E. Partial Release of Payment Bond and Performance Bond

- 1. Performance of Contract in Two Phases.** There are two separate phases of work to be performed by the Contractor under this Contract. The first phase covers the work involved in the original agreement as described in this agreement ("Phase 1 Work"). The second phase covers the work involved in the long-term maintenance of the plants contained within the Revegetation Area after Phase 1 Work has been completed ("Phase 2 Work").
- 2. Bond Handling for Contract Phases.** The Payment Bond and the Performance Bond covering Phase 1 Work on this Contract shall remain in full force and effort until completion of that phase is certified. The original Payment Bond and the original Performance Bond covering Phase 1 Work on this Contract shall continue in full force and effort for Phase 2 Work, however the value of each bond may be reduced as follows:

 - i. Completion by the Contractor of all Phase 1 Work shall be evidenced solely by the City Engineer affirming in writing that to the best of their knowledge that all Phase 1 Work has been completed by the Contractor in strict conformity with all City-approved plans and revisions, and that the Phase 1 Work completed by the Contractor meets all applicable standards ("Notice of Completion").
 - ii. Upon issuance by the City Engineer of the Notice of Completion for Phase 1 Work, the Payment guarantee provided under the Payment Bond for this Project, and the Performance guarantee provided under the Performance Bond for this Project, may be partially released, and thereby reduced, to an amount sufficient to cover all Phase 2 Work on this Project, with the remaining value of each bond type to be set and maintained through the date of completion of Phase 2 Work at a value not less than [REDACTED] Percent ([REDACTED]%) of the Project's highest bond value for each bond type, but under no circumstances to be reduced to less than the actual cost of completion of all Phase 2 Work for this Project, whichever is higher ("Partial Bond Release").
- 3. No Partial Release Upon Default.** No Partial Performance Bond Release and Reduction shall be given to the Contractor if the Performance Bond and/or this Agreement is in default.

SECTION 1: MAINTENANCE CONTRACT SUMMARY

- 1.1. General.** The Contractor shall fulfill the Project's Maintenance Requirements (Work) as identified in the scope of work attached as Exhibit A in a manner satisfactory to the City.

The Contractor shall provide all equipment, labor, and materials necessary to perform the **Work** as described in the written in Exhibit A, at the direction of the City.

- 1.2. Work Schedule.** After receiving notification from the City, the Contractor shall create a comprehensive schedule of Work for performance of this LTRMC (Schedule) for the City's approval. The Schedule shall include routine work and inspection and infrequent operations such as repairs, fertilization, aerification, watering, and pruning.

The City will approve the Schedule prior to the commencement of the Work. The City may require the Contractor to revise the Schedule. The Contractor shall not revise the Schedule unless the revisions have received the prior written approval of the City.

- 1.3. Commencement of Work & Maintenance Period.** This LTRMC shall commence when the City approves of the Plant Establishment Period and sends notice of the approval to the Contractor in accordance with SECTION 700-1.1 of the Construction Contract and shall continue for **25** months. A copy of the approval form is attached as Exhibit B.

- 1.4. Performance of Work.** The Work shall be performed in accordance with the manufacturer's **recommendations** for each piece of equipment used in performance by the Contractor of this LTRMC.

- 1.5. License.** The Contractor shall hold the following licenses in good standing:

- a) C-27 State Contractor's License. Alternatively, the Contractor shall retain the services of a Subcontractor with a C-27 State Contractor's License.
- b) Pest Control Advisor's License. Alternatively, the Contractor shall retain the services of a licensed Pest Control Advisor.
- c) Registration with the County Agriculture Commission.
- d) Qualified Applicator's Certificate for Category B. This shall apply to any person supervising the use of pesticides, herbicides, or rodenticides.
- e) City of San Diego Business License.

Prior to performing the Work, the Contractor shall complete and submit to the City the License Data Sheet. See Exhibit C.

- 1.6. Hours of Performance.** The Contractor shall perform the Work between the hours of 8:30 a.m. and 3:30 p.m., Monday through Friday (Working Hours). The City may, in its sole discretion, grant permission to Contractor to perform Work during non-Working Hours.

Maintenance functions that generate excess noise, e.g., operations of power equipment which would cause annoyance to area residents, shall not begin before 7:00 a.m.

SECTION 2: ADMINISTRATION

- 2.1 Contract Administrator.** The Public Works/ Public Works Contracting is the Contract Administrator for the LTRMC. The Contractor shall perform the Work under the direction of a designated representative of the Public Works Department. The City will communicate with the Contractor on all matters related to the administration of this LTRMC and the Contractor's performance of the Work rendered hereunder. When this LTRMC refers to communications to or with City, those communications shall be with the City, unless the City or this LTRMC specifies otherwise. Further, when this LTRMC requires an act or approval by City, that act or approval will be performed by the City.
- 2.2 Local Office.** The Contractor shall maintain a local office with a competent company representative who can be reached during Normal Working Hours and who is authorized to discuss matters pertaining to this LTRMC with the City. A local office is one located in San Diego County that can be reached by telephone and facsimile. An answering service in conjunction with a company email address for the designated company representative would fulfill this requirement. A mobile telephone shall not fulfill the requirement for a local office. All calls to the Contractor from the City shall be returned within a 1-hour period.
- 2.3 Emergency Calls.** The Contractor shall have the capability to receive and to respond immediately to calls of an emergency nature. The City shall refer emergency calls to Contractor for immediate disposition. The Contractor shall provide City with a 24 hour emergency telephone number for this purpose.
- 2.4 Staffing.** The Contractor shall furnish sufficient supervisory and working personnel capable of promptly accomplishing on schedule, and to the satisfaction of City, all Work required under this LTRMC.
- 2.5 Contractor Inspections.** The Contractor shall perform inspections of the Work site and prepare and submit to the City a Punchlist and dates of correction. The Punchlist shall include a comprehensive report of Work performed at the Work site to ensure 100% cover.

PART 3: WORK SITE MAINTENANCE

- 3.1 Use of Chemicals.** The Contractor shall submit to City for approval sample labels and MSDS for all chemical herbicides, rodenticides and pesticides proposed for use under this LTRMC. Materials included shall be limited to chemicals approved by the State of California Department of Agriculture.

The use of any chemical shall be based on the recommendations of a licensed pest control advisor. Annual PCA Pesticide Recommendations are required for each pesticide proposed to be used for the Work site covered by this LTRMC. The use of chemicals shall conform to the current San Diego County Department of Agriculture regulations.

No chemical herbicide, rodenticide, or pesticide shall be applied until its use is approved, in writing, by City as appropriate for the purpose and area proposed.

The Contractor shall submit a monthly pesticide use report to City along with Contractor's invoices for payment. This report shall include a statement of all applications of herbicides, rodenticides, and pesticides, detailing the chemical used, undiluted quantity, rate of application, applicator's name, and the date and purpose of the application. For months in which no pesticides are applied, state "No Pesticide Used" on the report.

- 3.2 Irrigation Water.** The Contractor shall diligently practice water conservation, including minimizing run-off or other waste. The Contractor shall turn off irrigation systems, if any, during periods of rainfall and at such other times when suspension of irrigation is desirable to conserve water and to remain within the guidelines of good horticultural landscape maintenance practices in accordance with instructions from the Project Biologist. The Contractor's failure to properly manage and conserve water may result in deductions from the monthly payment to be made to the Contractor under this LTRMC, or other penalties.

If Contractor causes excessive use or waste of irrigation water, the estimated cost of that water shall be deducted from the monthly payment. Further, any monetary fines or other damages assessed to City for Contractor's failure to follow water conservation regulations imposed by the City, the Public Utilities Department of the City of San Diego, and where appropriate the State of California, the County Water Authority, or other legal entity shall be solely the responsibility of the Contractor, and may be deducted from the monthly payment to be made to the Contractor under this LTRMC.

- 3.3 Payment for Water.** The Contractor shall pay for the water used in the maintenance of the Work site and this cost is included in the price of this LTRMC.
- 3.4 Satisfactory Progression.** If the Revegetation Area is not progressing towards the required 100% Cover, as defined in the Scope of Work, in accordance with the Work Schedule, as determined by City, City may adjust monthly payments to Contractor accordingly.

SECTION 4: COMPENSATION

- 4.1 Maximum Compensation.** The compensation for this LTRMC shall not exceed **\$CONTRACTOR'S LUMP SUM BID AMOUNT FOR THIS LONG-TERM REVEGETATION**

MAINTENANCE CONTRACT – TO BE ESTABLISHED DURING THE AWARD PROCESS. SEE 2012 WHITEBOOK, SECTION 700-2.1.5, 5. (Contract Price).

- 4.2 Wage Rates.** Refer to the Construction Contract for Prevailing wages requirements for this LTRMC.
- 4.3 Method of Payment and Reports.** The payments will be made monthly in direct proportion that each month bears to the total value of the Contract Price. As conditions precedent to payment, the Contractor shall submit every month a detailed invoice and report of maintenance work performed. The Contractor's failure to submit the required reports or certified payrolls as described in the Construction Contract shall constitute a basis for withholding of payment by the City.
- 4.4 Final Payment.** The Contractor shall not receive the final payment until the following conditions have been completed to the City's satisfaction:

The item(s) of the work subject to this maintenance coverage as specified in Exhibit A (Maintenance Items) have been determined to be in compliance with the Construction Contract and this LTRMC.

The Contractor has provided to the City a signed and notarized Affidavit of Disposal, a copy of which is attached to the Construction Contract, stating that all brush, trash, debris, and surplus materials resulting from the Work have been disposed of in a legal manner.

The Contractor has performed comprehensive and successful testing and checks of the Maintenance Items.

SECTION 5: BONDS AND INSURANCE

- 5.1 Contract Bonds.** Prior to commencement of the Work, Contractor, at its sole cost and expense, shall provide to City the following bonds issued by a surety authorized to issue bonds in California and otherwise satisfactory to City:

A Payment Bond (Material and Labor Bond) in an amount not less than the Contract Price, to satisfy claims of material suppliers and mechanics and laborers employed by it on the Work. The Payment Bond shall be maintained by the Contractor in full force and effect until the Work is accepted by City and until all claims for materials and labor are paid, and shall otherwise comply with the California Civil Code.

A Performance Bond in an amount not less than the Contract Price to guarantee faithful performance of all Work, within the time prescribed, in a manner satisfactory to the City, and that all materials and workmanship will be free from original or developed defects. The Performance Bond shall remain in full force and effect until performance of the Work is completed as set forth in this LTRMC.

5.2 Insurance. At all times during the term of this LTRMC, the Contractor shall maintain insurance coverage as specified in the Construction Contract, Section 7-3, "LIABILITY INSURANCE."

The Contractor shall not begin the Work under this LTRMC until it has complied with the following:

- a) Obtain insurance certificates reflecting evidence of insurance as specified in the Construction Contract , Section 7-3, "LIABILITY INSURANCE" for:
 - 1. Commercial General Liability
 - 2. Commercial Automobile Liability
 - 3. Worker's Compensation
- b) Confirm that all policies contain the specific provisions required in Section 7-3, "LIABILITY INSURANCE."

The Contractor shall submit copies of any policy upon request by the City.

The Contractor shall not modify any policy or endorsement thereto which increases the City's exposure to loss for the duration of this LTRMC.

SECTION 6: MISCELLANEOUS

6.1 Illness and Injury Prevention Program. The Contractor shall comply with all the mandates of Senate Bill 198 and specifically shall have a written Injury Prevention Program on file with the City in accordance with all applicable standards, orders, or requirements of California Labor Code, Section 6401.7. This Program shall be on file prior to performance of any Work.

6.2 City Standard Provisions. This LTRMC is subject to the following standard provisions:

- 1. WHITEBOOK, Section 7-13.3, Drug-Free Workplace (As adopted pursuant to City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace).
- 2. WHITEBOOK, Section 7-13.2, Americans with Disabilities (As adopted pursuant to City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
- 3. WHITEBOOK, Section 7-13.4, Contractor Standards and Pledge of Compliance (As adopted pursuant to City of San Diego Municipal Code §22.3224 as amended 11/24/08 by ordinance O-19808 for Pledge of Compliance).

4. WHITEBOOK, Section 7-13.7, Notice of Labor Compliance Program Approval (As adopted pursuant to the City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776 (Stats. 1978, Ch. 1249)).
5. WHITEBOOK, Section, 7-13.8, Apprentices on Public Works (As adopted pursuant to Sections 1777.5, 1777.6, and 1777.7 of the State of California Labor Code concerning the employment of apprentices by contractors and subcontractors performing public works contracts.
6. WHITEBOOK, Section 7-13.5, Equal Benefits (As adopted pursuant to the City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code.
7. WHITEBOOK, Section 2-17, Information Security Policy (As adopted pursuant to the City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.

6.3 Taxpayer Identification Number. I.R.S. regulations require the City to have the correct name, address, and Taxpayer Identification Number (TIN) or Social Security Number (SSN) on file for businesses or persons who provide services or products to the City. This information is necessary to complete Form 1099 at the end of each tax year. As such, the Contractor shall provide the City with a Form W-9 upon execution of this LTRMC.

6.4 Assignment. The Contractor shall not assign the obligations under this LTRMC, whether by express assignment or by sale of the company, nor any monies due or to become due, without City's prior written approval. Any assignment in violation of this Section shall constitute a Default and is grounds for immediate termination of this LTRMC, at the sole discretion of City. In no event shall any putative assignment create a contractual relationship between City and any putative assignee.

6.5 Independent Contractors. The Contractor and any Subcontractors employed by Contractor shall be independent contractors and not agents of City. Any provisions of this LTRMC that may appear to give City any right to direct Contractor concerning the details of performing the Work, or to exercise any control over such performance, shall mean only that Contractor shall follow the direction of City concerning the end results of the performance.

6.6 Covenants and Conditions. All provisions of this LTRMC expressed as either covenants or conditions on the part of the City or the Contractor shall be deemed to be both covenants and conditions.

6.7 Jurisdiction, Venue, and Attorney's Fees. The jurisdiction and venue for any suit or proceeding arising out of or concerning this LTRMC, the interpretation or application of any of its terms, or any related disputes shall be the County of San Diego, State of California.

- 6.8 Successors in Interest.** This LTRMC and all rights and obligations created by this LTRMC shall be in force and effect whether or not any Parties to this LTRMC have been succeeded by another entity, and all rights and obligations created by this LTRMC shall be vested and binding on any Party's successor in interest.
- 6.9 Integration.** This LTRMC and the exhibits, attachments, and references incorporated into this LTRMC fully express all understandings of the Parties concerning the matters covered in this LTRMC. No change, alteration, or modification of the terms or conditions of this LTRMC, and no verbal understanding of the Parties, their officers, agents, or employees shall be valid unless made in the form of a written change agreed to in writing by both Parties or an amendment to this LTRMC agreed to by both Parties. All prior negotiations and agreements are merged into this LTRMC.
- 6.10 Counterparts.** This LTRMC may be executed in counterparts, which when taken together shall constitute a single signed original as though all Parties had executed the same page.
- 6.11 No Waiver.** No failure of either the City or the Contractor to insist upon the strict performance by the other of any covenant, term or condition of this LTRMC, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this LTRMC, shall constitute a waiver of any such breach or of such covenant, term or condition. No waiver of any breach shall affect or alter this LTRMC, and each and every covenant, condition, and term hereof shall continue in full force and effect to any existing or subsequent breach.
- 6.12 Severability.** The unenforceability, invalidity, or illegality of any provision of this LTRMC shall not render any other provision of this LTRMC unenforceable, invalid, or illegal.

AT LEAST 1 PARAGRAPH OF THIS LTRMC MUST BE ON SAME PAGE SIGNATURES.

6.13 Signing Authority. The representative for each Party signing on behalf of a corporation, partnership, joint venture or governmental entity hereby declares that authority has been obtained to sign on behalf of the corporation, partnership, joint venture, or entity and agrees to hold the other Party or Parties hereto harmless if it is later determined that such authority does not exist.

IN WITNESS WHEREOF, this Contract is executed by the City of San Diego, acting by and through its Public Works Department Director in accordance with Resolution No. R-**INSERT NUMBER OF RESOLUTION AUTHORIZING ADVERTISING AND AWARD OF THE UNDERLYING CONSTRUCTION CONTRACT**, and by Contractor.

Dated this _____ day of _____, **INSERT YEAR.**

THE CITY OF SAN DIEGO

By: _____

Mayor or designee

I HEREBY CERTIFY I can legally bind **NAME OF CONTRACTOR TO BE DETERMINED DURING AWARD PROCESS** and that I have read this entire contract, this _____ day of _____, **INSERT YEAR.**

By: _____

Printed Name: _____

Title: _____

I HEREBY APPROVE the form of the foregoing Contract this _____ day _____ of **INSERT YEAR.**

Jan I. Goldsmith, City Attorney

By: _____

Printed Name: _____

Deputy City Attorney

EXHIBIT A

SCOPE OF WORK

NOTE TO PM: INSERT SPECIFICATIONS THAT APPLY TO THIS PROJECT

- I. **Location of Work.** The location of the Work to be performed (Revegetation Area) is shown on those Specifications and Drawings numbered **38280-12-D** (Specifications), which are incorporated into this contract by this reference as though fully set forth herein.
- II. **Description of Work.** The Contractor shall maintain and monitor the Revegetation Area during the Monitoring Program in accordance with this contract and the Specifications such that the Revegetation Area meets the success criteria specified in the Revegetation Plan at each of the milestones listed and on the last date of the Monitoring Program as set forth in the Work Schedule. The Work includes complete landscape maintenance consisting of irrigation, pruning, shaping and training of trees, shrubs, and ground cover plants; fertilization; weed control; control of all plant diseases and pests; and trash removal, and all other maintenance listed in this contract and as required to maintain the Revegetation Area in a useable condition and to maintain the plant material in a healthy and viable state.

The work also includes biological monitoring of the Revegetation Area according to the schedule and methods specified in the Revegetation Plan. The monitoring work shall include all reporting tasks specified in the Revegetation plan.

- III. **Method of Performing Work.**

- A. Irrigation. Irrigation shall be applied to container and salvaged plants in accordance with instructions from the Project Biologist. Irrigation delivery techniques and schedules will vary depending on the availability of a sprinkler irrigation system and weather patterns. Failure of an existing irrigation system to provide full and proper irrigation shall not relieve Contractor of the responsibility to provide adequate irrigation with full and proper coverage of all areas subject to this LTRMC.
 1. In areas where an automatic sprinkler system is installed, Contractor shall periodically inspect the operation of the system for any malfunction. The maximum interval between inspections shall not exceed 7 days. The Contractor shall maintain all sprinkler systems in such a way as to guarantee proper coverage and full working capability, and shall make whatever adjustments may be necessary to prevent excessive run-off into streets, rights-of-way, or other areas not meant to be irrigated. The cost of wasted water may be charged to Contractor.
 2. All areas not adequately covered by a sprinkler system shall be irrigated by a portable irrigation method in accordance with instructions from the Project

Biologist. The Contractor shall furnish all hoses, nozzles, sprinklers, etc. necessary to accomplish this supplementary irrigation. The Contractor shall exercise due diligence to prevent water waste, erosion, and detrimental seepage into existing underground improvements and to existing structures.

3. Irrigation shall be accomplished as follows:
 - a) Turf (if any) shall be irrigated Monday through Friday, as required, to maintain acceptable growth, viability and health, and to encourage deep rooting, in accordance with instructions from the Project Biologist. Additional irrigation shall be performed in the event of unusually hot/dry weather conditions (as are present during Santa Ana conditions, or other times of low humidity or high winds, or during a prolonged high temperature period during summer months).
 - b) Landscaped improved banks and slopes (if any) shall be irrigated Monday through Friday as required to maintain acceptable growth, viability and health, and to encourage deep rooting, in accordance with instructions from the Project Biologist.
 - c) Shrub beds (if any) shall be irrigated as required to maintain acceptable growth, viability and health, and to encourage deep rooting, in accordance with instructions from the Project Biologist. Shrub areas shall be irrigated at a rate which keeps surface runoff to a minimum. The irrigation rate shall be adjusted to the needs of shrub types, seasons and weather conditions.
 - d) Planted and seeded areas shall be irrigated as required to maintain acceptable growth, viability and health, and to encourage deep rooting, in accordance with instructions from the Project Biologist. Planted and seeded areas shall be irrigated at a rate which keeps surface runoff to a minimum. The irrigation rate shall be adjusted to the needs of plant types, seasons and weather conditions.
4. Maintenance of Irrigation System. The Contractor shall keep controller and valve boxes (if any) clear of soil and debris and shall maintain the irrigation system at no additional cost to City, including replacement, repair, adjustment, raising or lowering, straightening and any other operation required for the continued proper operation of the system from the "cold" side of the water meter throughout the Revegetation Area. The Contractor shall also be responsible for maintaining the painted surfaces of irrigation and lighting controller cabinets as well as the corresponding automatic irrigation battery numbers on the lids of the automatic control valve boxes (if any). The Contractor shall be responsible for light bulb replacements in controller cabinets as necessary.

- a) Repair or replacement includes: sprinkler system laterals (piping), sprinkler mains (pressure lines), vacuum breakers, sprinkler control valves, sprinkler controllers, sprinkler heads, sprinkler caps, sprinkler head risers, valve covers, boxes and lids (including electrical pull boxes and lids), valve sleeves and lids, quick coupler valves and hose bibs. Any replacement shall conform to the type and kind of existing system. Any deviation shall be approved in writing by City.
 - b) Contractor shall repair irrigation systems which are damaged or altered in any way, including by acts of God, vandalism, vehicular damage, or theft.
5. Operation of Automatic Irrigation Controllers. Where the operation of automatic irrigation controllers is required as part of this LTRMC, Contractor shall:
- a) Not duplicate any coded City key furnished by City for access and operation of the controller;
 - b) Surrender all keys furnished by City, promptly at the end of the term of this LTRMC, or at any time deemed necessary by City to prevent serious loss to City;
 - c) protect the security of City's property by keeping controller cabinet and building doors locked at all times; and
 - d) refrain from using premises behind locked doors for storage of materials, supplies, or tools except as approved by City.
- B. Pruning Shrubs and Ground Cover Plants. The Contractor shall prune all shrubs and ground cover plants growing in the Revegetation Area as required to:
- 1) Maintain plant growth viability and health, and to encourage deep rooting, in accordance with instructions from the Project Biologist.
 - 2) Prevent encroachment of passage ways, walks, streets, or view of signs; and
 - 3) Prevent encroachment in any manner deemed objectionable by City.

The Contractor shall remove dead or damaged limbs with sharp pruning tools, with no stubs remaining. The Contractor shall seal any pruning cut which exceeds 2" in diameter with an approved pruning paint when required by City. The Contractor shall perform pruning to permit plants to grow naturally in accordance with their normal growth characteristics except where box hedging is required by City. The Contractor shall not shear, hedge, or severely prune plants, unless authorized by City. The Contractor shall not use growth regulators.

- C. Tree Maintenance. Contractor shall maintain all trees and container plants in the revegetation area in accordance with instructions from the Project Biologist. The Contractor shall perform pruning to promote the best growth habits, appearance, and health of all trees and container plants, and to prevent encroachment which is in any manner deemed undesirable by City, in accordance with instructions from the Project Biologist. The Contractor is responsible for tree pruning that can be accomplished with a 12' pole saw by a worker standing on the ground. The Contractor shall not top trees.
- 1) Potential Hazards. The Contractor shall notify City within 24 hours of any tree that shows signs of root heaving or leaning, or is in any manner a potential safety hazard. The Contractor shall immediately reestablish trees and shrubs that are uprooted due to storms, if possible. If trees or shrubs cannot be reestablished, Contractor shall remove them immediately (including roots) and fill the holes until replacement planting is complete.
 - 2) Replacement. The Contractor shall completely remove and replace trees lost due to Contractor's faulty maintenance or negligence, as determined by City. The Contractor shall replace trees in kind and size as determined by City. If there is a difference in value between the tree lost and the replacement tree, City will deduct the difference from payment to be made under this LTRMC. The City shall determine the value of the tree lost using the latest International Society of Arboriculture (I.S.A.) guidelines for value determination.
 - 3) Staking. The Contractor shall securely stake any newly planted trees and other trees needing support with 2 "lodge pole" type stakes placed on opposite sides of the tree outside the root ball and secured to the tree with at least two flexible rubber tree ties. The Contractor shall regularly inspect tree ties and stakes and reposition them as necessary to ensure against girdling and abrasion.
- D. Fertilization. Contractor shall fertilize the Revegetation Area as necessary in accordance with instructions from the Project Biologist to meet the success criteria specified in the Revegetation Plan at each of the milestones listed and on the last date of the Monitoring Program as set forth in the Work Schedule Prior to any fertilization, Contractor shall submit to City Material Safety Data Sheets and a schedule of application showing the site, date, and approximate time of fertilizer application (Fertilizer Schedule). The Fertilization Schedule, regardless of its intensity, timing, or the number of sites covered daily or weekly, shall not excuse Contractor from performing any other Work regularly required under this LTRMC. All fertilization shall first be approved by the Project Biologist.
- 1) Contractor shall notify City at least 48 hours before beginning any fertilization. Fertilizer shall be delivered to the site only in the original unopened containers

bearing the manufacturer's guaranteed analysis. Damaged packages shall not be accepted. The Contractor shall furnish City with duplicate signed, legible copies of all certificates and invoices for all fertilizer to be used for this LTRMC. The invoices shall state the grade, amount and quantity received. Both the copy to be retained by City and Contractor's copy shall be signed by City, on site, before any fertilizer may be used.

- 2) Fertilizers, if necessary, shall be applied at the direction of the Project Biologist and according to manufacturer's product specifications.
 - 3) If deemed necessary by City to achieve required results, Contractor shall apply other materials as directed by City, including:
 - a) iron chelate;
 - b) soil sulfur;
 - c) gypsum; or
 - d) surfactant enzymes such as Sarvon or Naiad.
 - 4) Contractor shall adequately irrigate the fertilized area(s) immediately following the application of fertilizers and/or amendments to force fertilizer material to rest directly on the soil surface. Drip irrigated areas shall be adequately hand watered using quick coupler valves and hoses to dissolve fertilizer.
- E. Weed Removal. Contractor shall completely remove weeds from the Revegetation Area, including all turf grass areas, shrub and ground cover areas, planters, tree wells, and cracks in paved areas, including sidewalks, parking lot, gutters and curbs, as shown on the Work Schedule. For the purposes of this Section, "Weed" means any undesirable or misplaced plant. The Contractor shall control Weeds by manual, mechanical, or chemical methods. The City or Project Biologist may restrict the use of chemical weed control in certain areas.
- F. Disease and Pest Control. The Contractor shall regularly inspect the Revegetation Area for the presence of disease and insect or rodent infestation. The Contractor shall notify City within 4 days if disease or insect or rodent infestation is discovered. In its notice to City, Contractor shall identify the disease, insect, or rodent and specify the control measures to be taken. Upon approval of City, Contractor shall implement the approved control measures, exercising extreme caution in the application of all sprays, dusts, or other materials utilized. The Contractor shall continue the approved control measures until the disease, insect, or rodent is controlled to the satisfaction of City.

- 1) All individuals who supervise the mixing and application of herbicides, pesticides, and rodenticides on behalf of Contractor shall possess valid Qualified Applicators Certificate for Category B issued to them by the State Department of Food and Agriculture.
 - 2) Contractor shall utilize all safeguards necessary during disease, insect or rodent control operations to ensure safety of the public and the employees of Contractor, in accordance with current standard practices accepted by the State of California Department of Food and Agriculture. If Contractor is unable to control the pest or disease, a pest control company will be hired and the cost shall be deducted from Contractor's monthly payment.
- G. Plant Replacement. Except as provided in Section H below, Contractor shall notify City within 4 days of the loss of plant material due to any cause.
- 1) Contractor shall at no cost to City replace any tree, shrub, ground cover, or other plant which is damaged or lost as a result of Contractor's faulty maintenance or negligence. The size and species of replacement plant materials shall be as directed by City.
 - 2) If so directed by City, Contractor shall replace any plant damaged or lost that is not a result of Contractor's faulty maintenance or negligence. The size and species of replacement plant materials shall be as directed by City. The City will pay for materials and labor.
 - 3) City may determine that certain plants should be replaced in order to ensure maximum ecological health and overall aesthetic appearance of planting in the Revegetation Area. When City determines such replacement should occur, Contractor shall replace the plants as directed by City. City will pay for materials and labor.
- H. Damage Reports. The Contractor shall notify City within 24 hours of any damage to the Work Area caused by accident, vandalism or theft.
- I. Litter. The Contractor shall promptly dispose of all trash and debris at an appropriate City disposal site. The Contractor shall pay any and all fees associated with the disposal of debris or trash accumulated under the terms of this LTRMC. The Contractor understands that disposal of refuse at City landfills is subject to a fee and that the Refuse Disposal Division can be contacted at (619) 573-1418 for fee information.
- 1) Contractor Generated Litter. The Contractor shall promptly remove all debris generated by Contractor's pruning, trimming, weeding, edging and other Work required by this LTRMC. Immediately after working in streets, park walks,

gutters, driveways, and paved areas, Contractor shall clean them in accordance with all applicable laws.

2) Third Party Generated Litter. Upon discovery Contractor shall remove all litter, including bottles, glass, cans, paper, cardboard, fecal matter, leaves, branches, metallic items, and other debris, from the Work site.

J. Monitoring: The Project Biologist will oversee all maintenance operations and conduct qualitative and quantitative biological monitoring of the revegetation area according to the schedule and methods described in the Revegetation Plan. The Project Biologist will be responsible for preparing and submitting monitoring reports according to the schedule and instructions in the Revegetation Plan. The Project Biologist will be an individual or team of individuals with 4-year degree(s) in botany, ecology, landscape architecture or a related field, and demonstrated experience in upland and riparian community restoration.

EXHIBIT B

INSERT A COPY OF THE ENGINEER'S FIELD NOTIFICATION WHICH ESTABLISHES THE COMMENCEMENT DATE OF THE MONITORING PROGRAM, SEE CITY SUPPLEMENT, SECTION 700-2.12

EXHIBIT C

LICENSE DATA SHEET

State Contractor License Classification and Number: _____

Name of License Holder: _____

Expiration Date: _____

Pest Control Applicator's Name: _____

License Number: _____

Expiration Date: _____

Pest Control Advisor's Name: _____

License Number: _____

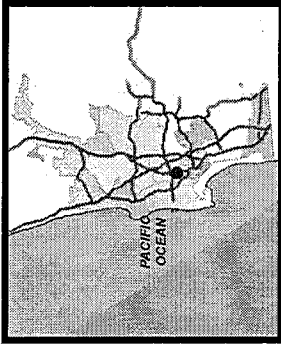
Expiration Date: _____

City of San Diego Business License Number: _____

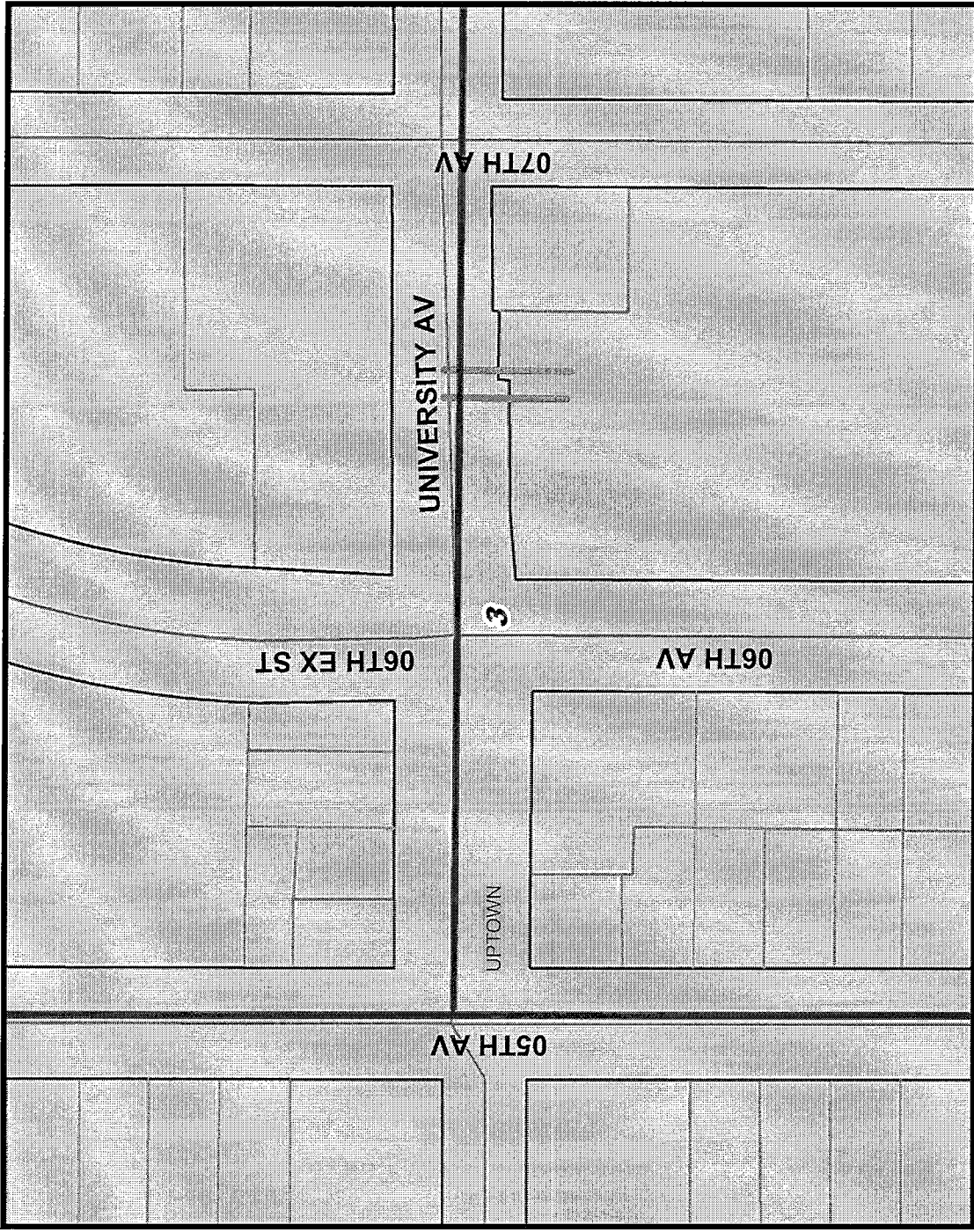
Expiration Date: _____

APPENDIX P

ADJACENT PROJECTS



SEWER GROUP 835 ADJACENT PROJECTS



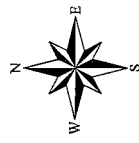
Legend

ECP Line

CIP_ID, TITLE

— B13157|Sewer Group Job 835

— S11021|University Avenue Pipeline Replacement



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APPENDIX Q

SEWER MAINS AND MANHOLE REHABILITATION SAMPLE DATA TEMPLATES

APPENDIX R

SAMPLE ARCHAEOLOGY INVOICE

(FOR ARCHAEOLOGY ONLY)

Company Name

Address, telephone, fax

Date: Insert Date

To: Name of Resident Engineer
City of San Diego
Field Engineering Division
9485 Aero Drive
San Diego, CA 92123-1801

Project Name: Insert Project Name

SAP Number (WBS/IO/CC): Insert SAP Number

Drawing Number: Insert Drawing Number

Invoice period: Insert Date to Insert Date

Work Completed: Bid item Number - Description of Bid Item - Quantity - Unit Price- Amount

Detailed summary of work completed under this bid item: Insert detailed description of Work related to Archaeology Monitoring Bid item. See Note 1 below.

Summary of charges:

Description of Services	Name	Start Date	End Date	Total Hours	Hourly Rate	Amount
Field Archaeologist	Joe Smith	8/29/2011	9/2/2011	40	\$84	\$3,360
Laboratory Assistant	Jane Doe	8/29/2011	9/2/2011	2	\$30	\$60
Subtotal						\$3,420

Work Completed: Bid item Number - Description of Bid Item - Quantity - Unit Price- Amount

Detailed summary of work completed under this bid item: Insert detailed description of Work related to Archaeology Curation/Discovery Bid item. See Note 2 below.

Summary of charges:

Description of Services	Where work occurred (onsite vs offsite/lab)	Name	Start Date	End Date	Total Hours	Hourly Rate	Amount

Field Archaeologist		Joe Smith	8/29/2011	9/2/2011	40	\$84	\$3,360
Laboratory Assistant		Jane Doe	8/29/2011	9/2/2011	2	\$30	\$60
Subtotal							\$3,420

Total this invoice: \$ _____

Total invoiced to date: \$ _____

SAMPLE

Note 1:

For monitoring related bid items or work please include summary of construction work that was monitored from Station to Station, Native American monitors present, MMC coordination, status and nature of monitoring and if any discoveries were made.

Note 2:

For curation/discovery related bid items or work completed as part of a discovery and curation process, the PI must provide a response to the following questions along with the invoice:

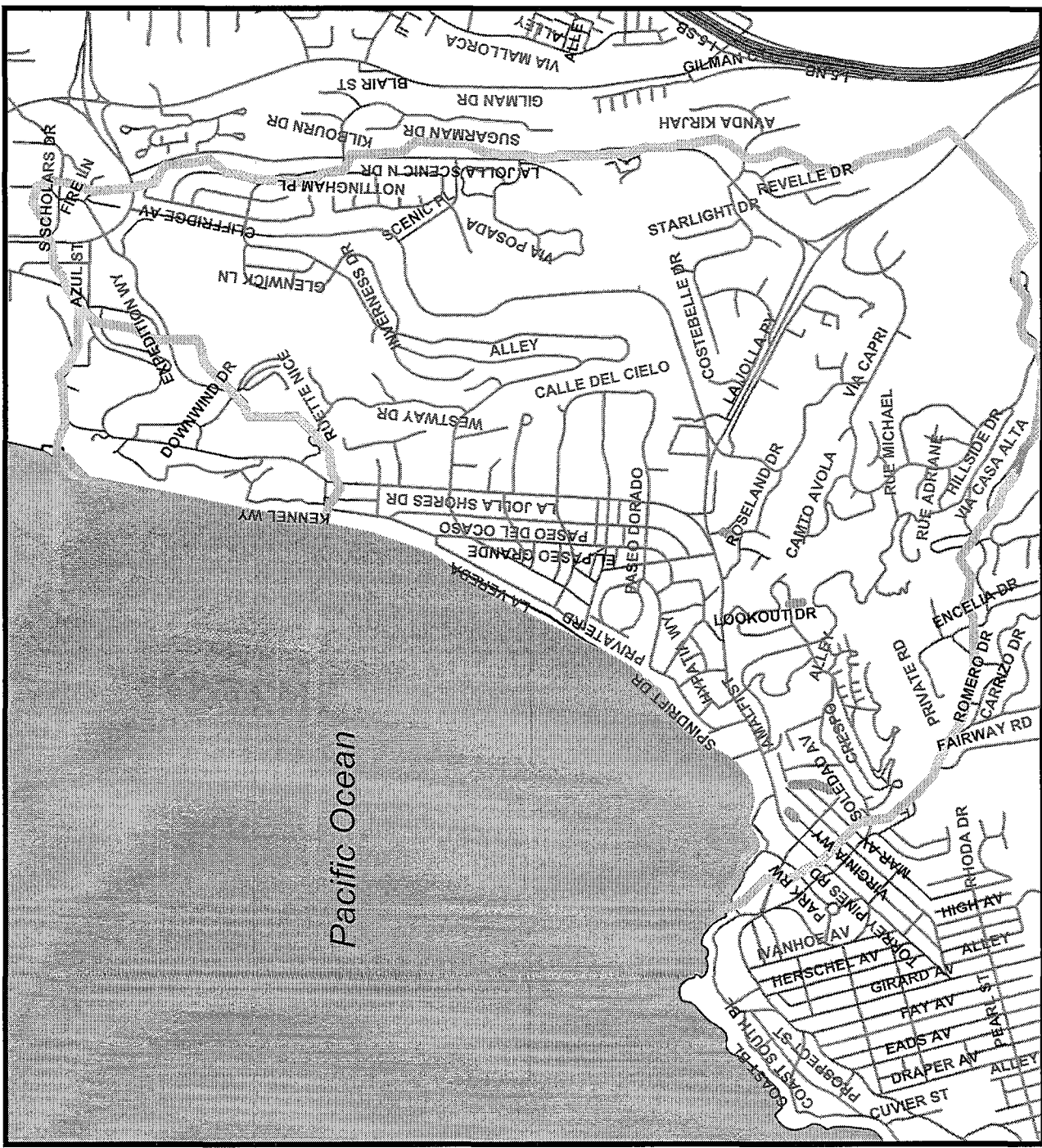
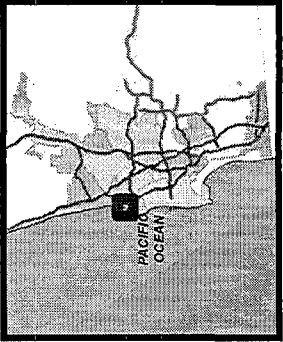
1. Preliminary results of testing including tentative recommendations regarding eligibility for listing in the California Register of Historical Resources (California Register).
 - a. Please briefly describe your application (consideration) of all four California Register criteria.
 - b. If the resource is eligible under Criterion D, please define the important information that may be present.
 - c. Were specialized studies performed? How many personnel were required? How many Native American monitors were present?
 - d. What is the age of the resource?
 - e. Please define types of artifacts to be collected and curated, including quantity of boxes to be submitted to the San Diego Archaeological Center (SDAC). How many personnel were required? How many Native American monitors were present?
2. Preliminary results of data recovery and a definition of the size of the representative sample.
 - a. Were specialized studies performed? Please define types of artifacts to be collected and curated, including quantity of boxes to be submitted to the SDAC. How many personnel were required? How many Native American monitors were present?
3. What resources were discovered during monitoring?
4. What is the landform context and what is the integrity of the resources?
5. What additional studies are necessary?
6. Based on application of the California Register criteria, what is the significance of the resources?
 - a. If the resource is eligible for the California Register, can the resource be avoided by construction?
 - b. If not, what treatment (mitigation) measures are proposed? Please define data to be recovered (if necessary) and what material will be submitted to the SDAC for curation. Are any specialized studies proposed?

(After the first invoice, not all the above information needs to be re-stated, just revise as applicable).

APPENDIX S

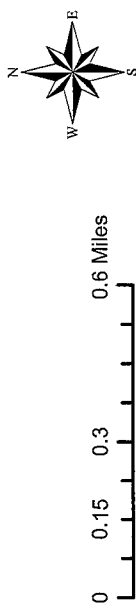
AREAS OF SPECIAL BIOLOGICAL SIGNIFICANCE MAP

SEWER GROUP 835 Areas of Special Biological Significance Map



Legend

- SEWER GROUP 835
- ASBS Boundary
- ASBS Watersheds



COMMUNITY NAME: LA JOLLA

Date: November 20, 2015
Sewer Group 835

COUNCIL DISTRICT: 1

SAP ID: B-13157



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APPENDIX T

SAMPLE OF PUBLIC NOTICES



CONSTRUCTION NOTICE

PROJECT NAME

Trenching on your street is complete.

What you need to know:

- Pipe installation on your street is complete and construction crews are now installing new pipeline for this project at another location.
- You may see temporary trench plates or trench caps for some time –even after construction activities have concluded on your street.

Street resurfacing:

- Your Streets will be resurfaced once the entire pipeline project is complete.
- Concrete streets will not be resurfaced curb to curb; only the trench will be backfilled.
- Street resurfacing may be delayed due to the City's slurry seal moratorium.

Estimated resurfacing completion on your street:

(Insert Date-Month and Year)

For questions related to this work

Call: (619) 533-4207

Email: engineering@sandiego.gov

Visit: sandiego.gov/CIP



This information is available in alternative formats upon request.



APPENDIX U

ADVANCED METERING INFRASTRUCTURE (AMI) DEVICE PROTECTION

Protecting AMI Devices in Meter Boxes and on Street Lights

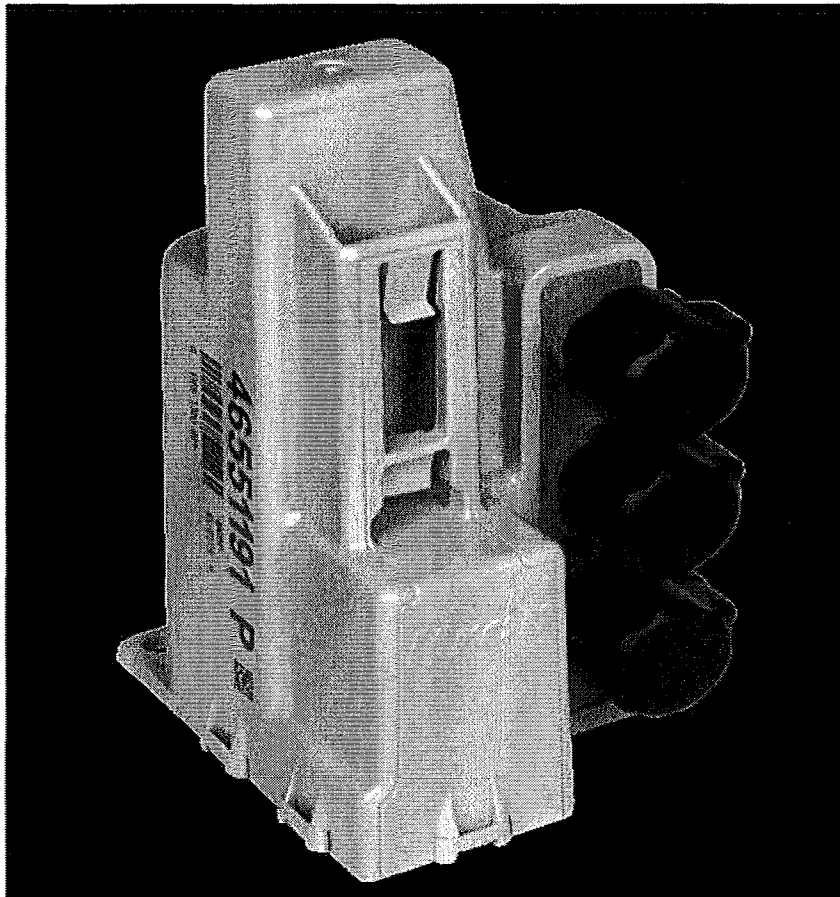
The Public Utilities Department (PUD) has begun the installation of the Advanced Metering Infrastructure (AMI) technology as a new tool to enhance water meter reading accuracy and efficiency, customer service and billing, and to be used by individual accounts to better manage the efficient use of water. **All AMI devices shall be protected per Section 5-2, "Protection", of the 2015 Whitebook.**

AMI technology allows water meters to be read electronically rather than through direct visual inspection by PUD field staff. This will assist PUD staff and customers in managing unusual consumption patterns which could indicate leaks or meter tampering on a customer's property.

Three of the main components of an AMI system are the:

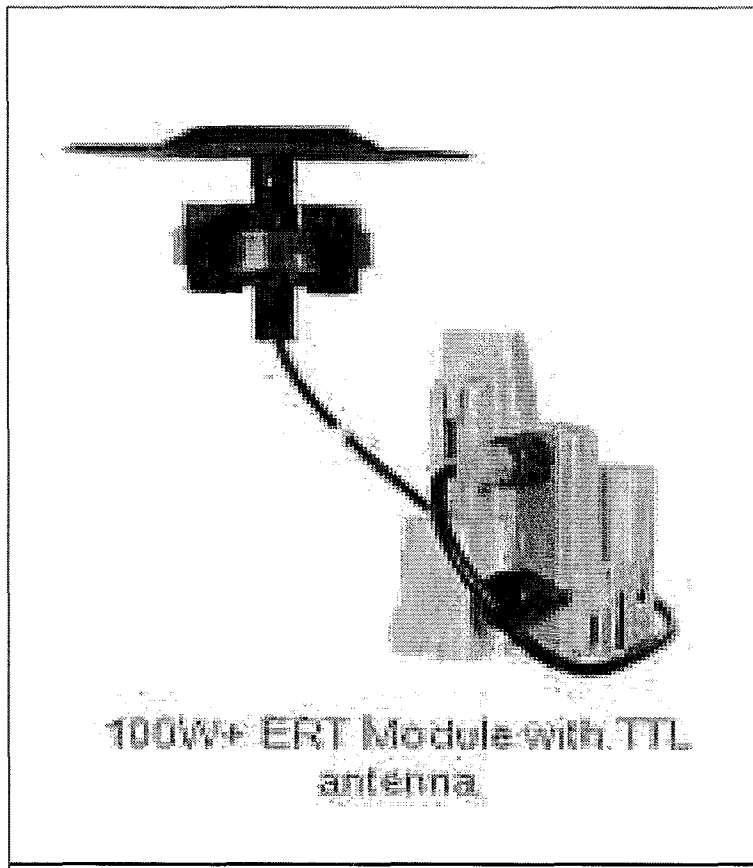
- A. Endpoints, see Photo 1:

Photo 1



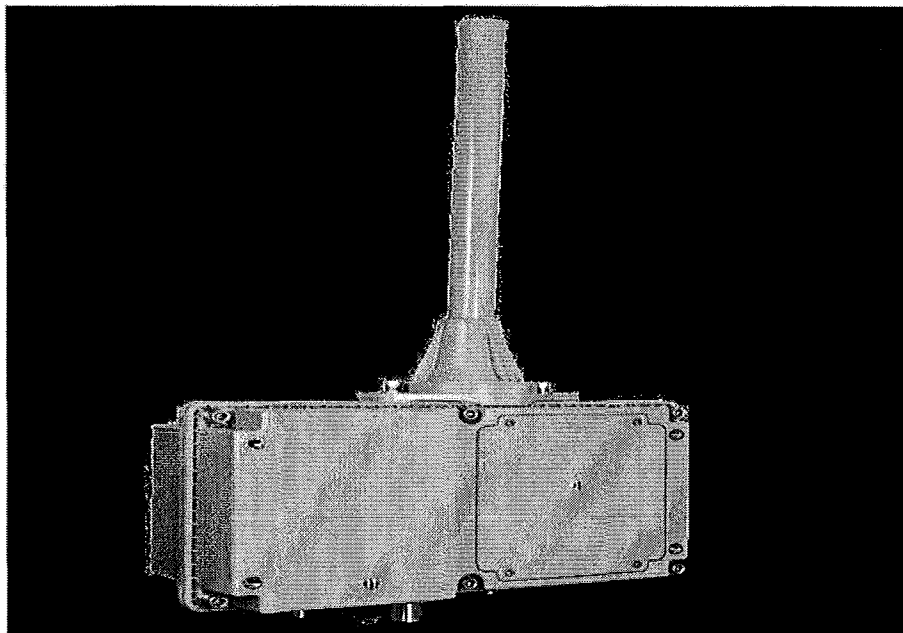
B. AMI Antenna attached to Endpoint (antenna not always required), see Photo 2:

Photo 2



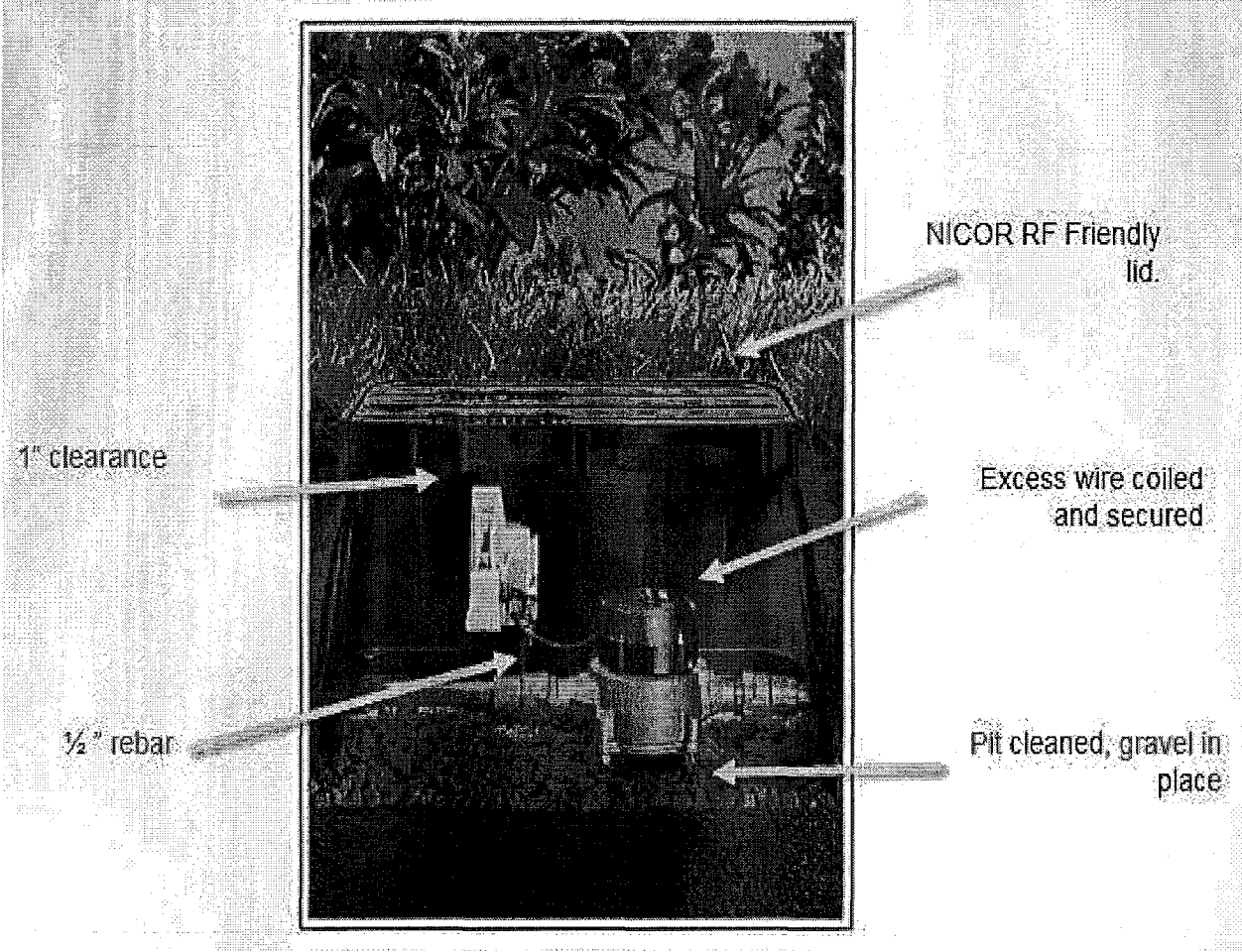
Network Devices, see Photo 3:

Photo 3



AMI endpoints transmit meter information to the AMI system and will soon be on the vast majority of meters in San Diego. These AMI devices provide interval consumption data to the PUD's Customer Support Division. If these devices are damaged or communication is interrupted, this Division will be alerted of the situation. The endpoints are installed in water meter boxes, coffins, and vaults adjacent to the meter. A separate flat round antenna may also be installed through the meter box lid. This antenna is connected to the endpoint via cable. The following proper installation shall be implemented when removing the lid to avoid damaging the antenna, cable, and/or endpoint. Photo 4 below demonstrates a diagram of the connection:

Photo 4



The AMI device ERT/Endpoint/Transmitter shall be positioned and installed as discussed in this Appendix. If the ERT/Endpoint/Transmitter is disturbed, it shall be re-installed and returned to its original installation with the end points pointed upwards as shown below in Photo 5.

The PUD's code compliance staff will issue citations and invoices to you for any damaged AMI devices that are not re-installed as discussed in the Contract Document

Photo 5 below shows a typical installation of an AMI endpoint on a water meter.

Photo 5

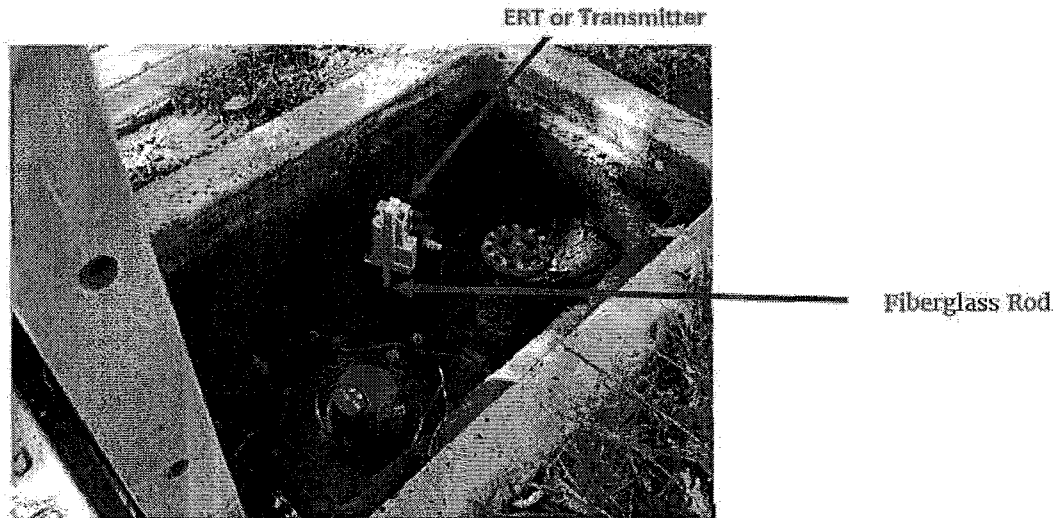
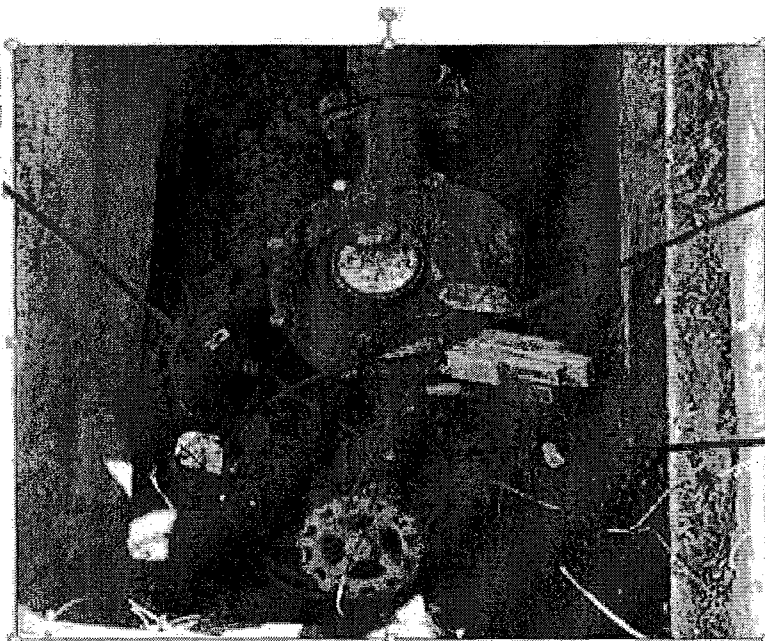


Photo 6 below is an example of disturbance that shall be avoided:

Photo 6

The antenna was drilled into the lid and now it is removed



You are responsible when working in and around meter boxes. If you encounter these endpoints, use proper care and do not disconnect them from the registers on top of the water meter. If the lid has an antenna drilled through, do not change or tamper with the lid and inform the Resident Engineer immediately about the location of that lid. Refer to Photo 7 below:

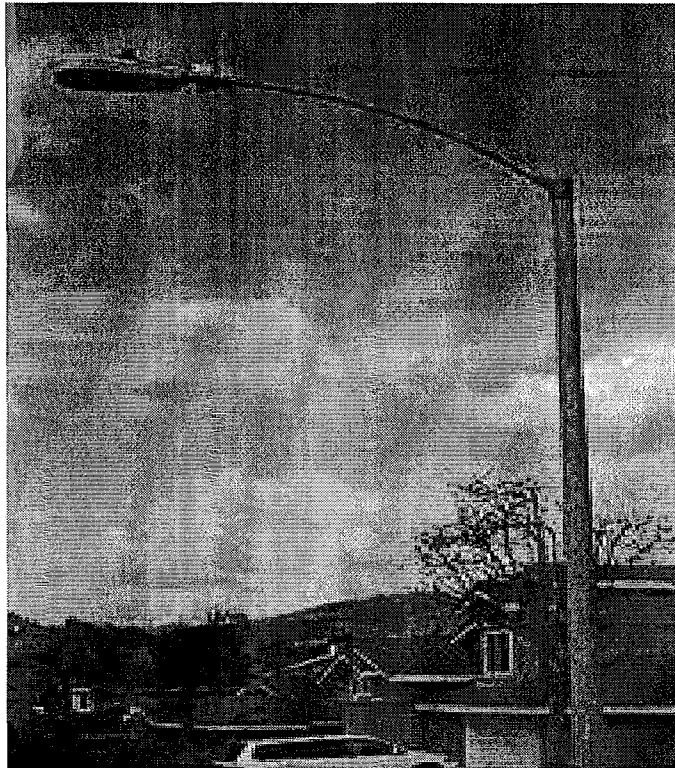
Photo 7



Another component of the AMI system are the Network Devices. The Network Devices are strategically placed units (mainly on street light poles) that collect interval meter reading data from multiple meters for transmission to the Department Control Computer. **If you come across any of these devices on street lights that will be removed or replaced (refer to Photos 8 and 9 below), notify AMI Project Manager Arwa Sayed at (619) 362-0121 immediately.**

Photo 8 shows an installed network device on a street light. On the back of each Network Device is a sticker with contact information. See Photo 9. **Call PUD Water Emergency Repairs at 619-515-3525 if your work will impact these street lights.** These are assets that belong to the City of San Diego and you shall be responsible for any costs of disruption of this network.

Photo 8



Network Device

Photo 9



If you encounter any bad installations, disconnected/broken/buried endpoints, or inadvertently damage any AMI devices or cables, notify the Resident Engineer immediately. The Resident Engineer will then immediately contact the AMI Project Manager, Arwa Sayed, at (619) 362-0121.

ATTACHMENT F
INTENTIONALLY LEFT BLANK

ATTACHMENT G
CONTRACT AGREEMENT

CONTRACT AGREEMENT

CONSTRUCTION CONTRACT

This contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and _____ KTA CONSTRUCTION, INC. _____, herein called "Contractor" for construction of **Sewer Group 835**; Bid No. **K-17-1427-DBB-3**; in the amount of TWO MILLION FIVE HUNDRED AND ONE THOUSAND NINE HUNDRED FIFTY FOUR DOLLARS AND FIFTY CENTS (\$2,501,954.50) which is comprised of the Base Bid alone.

IN CONSIDERATION of the payments to be made hereunder and the mutual undertakings of the parties hereto, City and Contractor agree as follows:

1. The following are incorporated into this contract as though fully set forth herein:
 - (a) The attached Faithful Performance and Payment Bonds.
 - (b) The attached Proposal included in the Bid documents by the Contractor.
 - (c) Reference Standards listed in the Instruction to Bidders and the Supplementary Special Provisions (SSP).
 - (d) Phased Funding Schedule Agreement, Long Term Revegetation Maintenance Contract.
 - (e) That certain documents entitled **Sewer Group 835**, on file in the office of the City Clerk/ Public Works Department as Document No. **B-13157**, as well as all matters referenced therein.
2. The Contractor shall perform and be bound by all the terms and conditions of this contract and in strict conformity therewith shall perform and complete in a good and workmanlike manner **Sewer Group 835**, Bid Number **K-17-1427-DBB-3**, San Diego, California.
3. For such performances, the City shall pay to Contractor the amounts set forth at the times and in the manner and with such additions or deductions as are provided for in this contract, and the Contractor shall accept such payment in full satisfaction of all claims incident to such performances.
4. No claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
5. This contract is effective as of the date that the Mayor or designee signs the agreement.

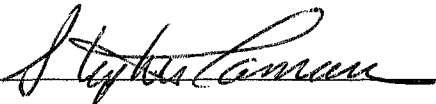
CONTRACT AGREEMENT (continued)

IN WITNESS WHEREOF, this Agreement is signed by the City of San Diego, acting by and through its Mayor or designee, pursuant to Municipal Code §22.3102 authorizing such execution.

THE CITY OF SAN DIEGO

APPROVED AS TO FORM

Jan I. Goldsmith, City Attorney

By 

By 

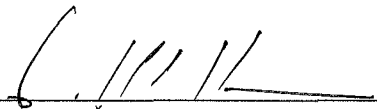
Print Name: Stephen Samara
Principal Contract Specialist
Public Works Department

Print Name: Pedro Delora, Jr.
Deputy City Attorney

Date: 12-7-16

Date: 12/12/16

CONTRACTOR

By 

Print Name: Paul M. Hansen

Title: President

Date: 10-29-16

City of San Diego License No.: 1995007394

State Contractor's License No.: 393234

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: 1000008298

CERTIFICATIONS AND FORMS

The Bidder, by submitting its electronic bid, agrees to and certifies under penalty of perjury under the laws of the State of California, that the certifications, forms and affidavits submitted as part of this bid are true and correct.

Bidder's General Information

To the City of San Diego:

Pursuant to "Notice Inviting Bids", specifications, and requirements on file with the City Clerk, and subject to all provisions of the Charter and Ordinances of the City of San Diego and applicable laws and regulations of the United States and the State of California, the undersigned hereby proposes to furnish to the City of San Diego, complete at the prices stated herein, the items or services hereinafter mentioned. The undersigned further warrants that this bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

The undersigned bidder(s) further warrants that bidder(s) has thoroughly examined and understands the entire Contract Documents (plans and specifications) and the Bidding Documents therefore, and that by submitting said Bidding Documents as its bid proposal, bidder(s) acknowledges and is bound by the entire Contract Documents, including any addenda issued thereto, as such Contract Documents incorporated by reference in the Bidding Documents.

**NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED
WITH BID UNDER 23 UNITED STATES CODE 112 AND PUBLIC CONTRACT CODE
7106**

State of California

County of San Diego

The bidder, being first duly sworn, deposes and says that he or she is authorized by the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

CONTRACTOR CERTIFICATION

DRUG-FREE WORKPLACE

I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-17 regarding Drug-Free Workplace as outlined in the WHITEBOOK, Section 7-13.3, "Drug-Free Workplace", of the project specifications, and that;

This company has in place a drug-free workplace program that complies with said policy. I further certify that each subcontract agreement for this project contains language which indicates the subcontractor's agreement to abide by the provisions of subdivisions a) through c) of the policy as outlined.

CONTRACTOR CERTIFICATION

AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-4 regarding the American With Disabilities Act (ADA) outlined in the WHITEBOOK, Section 7-13.2, "American With Disabilities Act", of the project specifications, and that;

This company has in place workplace program that complies with said policy. I further certify that each subcontract agreement for this project contains language which indicates the subcontractor's agreement to abide by the provisions of the policy as outlined.

CONTRACTOR CERTIFICATION

CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

I declare under penalty of perjury that I am authorized to make this certification on behalf of the company submitting this bid/proposal, that as Contractor, I am familiar with the requirements of City of San Diego Municipal Code § 22.3004 regarding Contractor Standards as outlined in the WHITEBOOK, Section 7-13.4, ("Contractor Standards"), of the project specifications, and that Contractor has complied with those requirements.

I further certify that each of the Contractor's subcontractors whose subcontracts are greater than \$50,000 in value has completed a Pledge of Compliance attesting under penalty of perjury of having complied with City of San Diego Municipal Code § 22.3004.

AFFIDAVIT OF DISPOSAL

(To be submitted upon completion of Construction pursuant to the contracts Certificate of Completion)

WHEREAS, on the _____ DAY OF _____, 2_____ the undersigned entered into and executed a contract with the City of San Diego, a municipal corporation, for:

(Name of Project or Task)

as particularly described in said contract and identified as Bid No. _____; SAP No. (WBS/IO/CC) _____; and WHEREAS, the specification of said contract requires the Contractor to affirm that "all brush, trash, debris, and surplus materials resulting from this project have been disposed of in a legal manner"; and WHEREAS, said contract has been completed and all surplus materials disposed of:

NOW, THEREFORE, in consideration of the final payment by the City of San Diego to said Contractor under the terms of said contract, the undersigned Contractor, does hereby affirm that all surplus materials as described in said contract have been disposed of at the following location(s)

and that they have been disposed of according to all applicable laws and regulations.

Dated this _____ DAY OF _____, _____.

Contractor

by

ATTEST:

State of _____ County of _____

On this _____ DAY OF _____, 2_____, before the undersigned, a Notary Public in and for said County and State, duly commissioned and sworn, personally appeared _____ known to me to be the _____ Contractor named in the foregoing Release, and whose name is subscribed thereto, and acknowledged to me that said Contractor executed the said Release.

Notary Public in and for said County and State

ELECTRONICALLY SUBMITTED FORMS

**THE FOLLOWING FORMS MUST BE SUBMITTED IN PDF
FORMAT WITH BID SUBMISSION**

The following forms are to be completed by the bidder and submitted (uploaded) electronically with the bid in PlanetBids.

- A. BID BOND – See Instructions to Bidders, Bidders Guarantee of Good Faith (Bid Security) for further instructions**

- B. CONTRACTOR’S CERTIFICATION OF PENDING ACTIONS**

- C. EQUAL BENEFITS ORDINANCE – CERTIFICATION OF COMPLIANCE**

**Bids will not be accepted until ALL forms are submitted as part
of the bid submittal**

BID BOND

**See Instructions to Bidders, Bidder Guarantee of Good Faith
(Bid Security)**

KNOW ALL MEN BY THESE PRESENTS,

That _____ as Principal, and
_____ as Surety, are

held and firmly bound unto The City of San Diego hereinafter called "OWNER," in the sum of **10% OF THE TOTAL BID AMOUNT** for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has submitted a Bid to said OWNER to perform the WORK required under the bidding schedule(s) of the OWNER's Contract Documents entitled

NOW THEREFORE, if said Principal is awarded a contract by said OWNER and, within the time and in the manner required in the "Notice Inviting Bids" enters into a written Agreement on the form of agreement bound with said Contract Documents, furnishes the required certificates of insurance, and furnishes the required Performance Bond and Payment Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect. In the event suit is brought upon this bond by said OWNER and OWNER prevails, said Surety shall pay all costs incurred by said OWNER in such suit, including a reasonable attorney's fee to be fixed by the court.

SIGNED AND SEALED, this _____ day of _____,
20_____

_____(SEAL)
(Principal)

_____(SEAL)
(Surety)

By: _____
(Signature)

By: _____
(Signature)

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS

As part of its bid or proposal (Non-Price Proposal in the case of Design-Build contracts), the Bidder shall provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Bidder in a legal or administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

CHECK ONE BOX ONLY.

- The undersigned certifies that within the past 10 years the Bidder has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers.

- The undersigned certifies that within the past 10 years the Bidder has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/REMEDIAL ACTION TAKEN

Contractor Name: _____

Certified By _____ Title _____

Name

_____ Date _____

Signature

USE ADDITIONAL FORMS AS NECESSARY

**EQUAL BENEFITS ORDINANCE
CERTIFICATION OF COMPLIANCE**



For additional information, contact:
CITY OF SAN DIEGO
EQUAL BENEFITS PROGRAM

202 C Street, MS 9A, San Diego, CA 92101

COMPANY INFORMATION

Company Name:	Contact Name:
Company Address:	Contact Phone:
	Contact Email:

CONTRACT INFORMATION

Contract Title:	Start Date:
Contract Number (if no number, state location):	End Date:

SUMMARY OF EQUAL BENEFITS ORDINANCE REQUIREMENTS

The Equal Benefits Ordinance [EBO] requires the City to enter into contracts only with contractors who certify they will provide and maintain equal benefits as defined in SDMC §22.4302 for the duration of the contract. To comply:

- Contractor shall offer equal benefits to employees with spouses and employees with domestic partners.
 - Benefits include health, dental, vision insurance; pension/401(k) plans; bereavement, family, parental leave; discounts, child care; travel/relocation expenses; employee assistance programs; credit union membership; or any other benefit.
 - Any benefit not offer an employee with a spouse, is not required to be offered to an employee with a domestic partner.
- Contractor shall post notice of firm's equal benefits policy in the workplace and notify employees at time of hire and during open enrollment periods.
- Contractor shall allow City access to records, when requested, to confirm compliance with EBO requirements.
- Contractor shall submit *EBO Certification of Compliance*, signed under penalty of perjury, prior to award of contract.

NOTE: This summary is provided for convenience. Full text of the EBO and Rules Implementing the EBO are available at www.sandiego.gov/administration.

CONTRACTOR EQUAL BENEFITS ORDINANCE CERTIFICATION

Please indicate your firm's compliance status with the EBO. The City may request supporting documentation.

- I affirm **compliance** with the EBO because my firm (*contractor must select one reason*):
- Provides equal benefits to spouses and domestic partners.
 - Provides no benefits to spouses or domestic partners.
 - Has no employees.
 - Has collective bargaining agreement(s) in place prior to January 1, 2011, that has not been renewed or expired.
- I request the City's approval to pay affected employees a cash equivalent in lieu of equal benefits and verify my firm made a reasonable effort but is not able to provide equal benefits upon contract award. I agree to notify employees of the availability of a cash equivalent for benefits available to spouses but not domestic partners and to continue to make every reasonable effort to extend all available benefits to domestic partners.

It is unlawful for any contractor to knowingly submit any false information to the City regarding equal benefits or cash equivalent associated with the execution, award, amendment, or administration of any contract. [San Diego Municipal Code §22.4307(a)] Under penalty of perjury under laws of the State of California, I certify the above information is true and correct. I further certify that my firm understands the requirements of the Equal Benefits Ordinance and will provide and maintain equal benefits for the duration of the contract or pay a cash equivalent if authorized by the City.

Name/Title of Signatory	Signature	Date
-------------------------	-----------	------

FOR OFFICIAL CITY USE ONLY

Receipt Date:	EBO Analyst:	<input type="checkbox"/> Approved	<input type="checkbox"/> Not Approved – Reason:
---------------	--------------	-----------------------------------	---

(Rev 02/15/2011)

City of San Diego

CITY CONTACT: Juan E. Espindola, Contract Specialist, Email: JEEspindola@sandiego.gov
Phone No. (619) 533-4491, Fax No. (619) 533-3633

ADDENDUM "A"

 **e - Bidding** FOR



Sewer Group 835

BID NO.: K-17-1427-DBB-3
SAP NO. (WBS/IO/CC): B-13157
CLIENT DEPARTMENT: 2000
COUNCIL DISTRICT: 1, 2, 3, 4, 6, 7, 8, 9
PROJECT TYPE: JA

BID DUE DATE:

**2:00 PM
OCTOBER 4, 2016
CITY OF SAN DIEGO
PUBLIC WORKS CONTRACTS
1010 SECOND AVENUE, 14th FLOOR, MS 614C
SAN DIEGO, CA 92101**

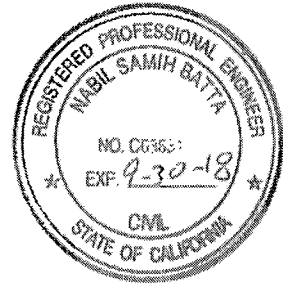
ENGINEER OF WORK

The engineering Specifications and Special Provisions contained herein have been prepared by or under the direction of the following Registered Engineer:

Nabil Samih Batta
For City Engineer

9/15/16
Date

Seal



A. CHANGES TO CONTRACT DOCUMENTS

The following changes to the Contract Documents are hereby made effective as though originally issued with the bid package. Bidders are reminded that all previous requirements to this solicitation remain in full force and effect.

THE SUBMITTAL DATE FOR THIS PROJECT HAS BEEN **EXTENDED AS STATED ON THE COVER PAGE.**

B. BIDDER'S QUESTIONS

- Q1. Sheet 6 of the plans calls for a 7' diameter manhole that is 26' deep to be installed within 8' of an existing water line. There is also underground gas and electric lines marked in the street that are not shown on the plans. Will the gas and electric lines be relocated? Will the contractor be responsible to relocate the water line? There will be less than 4' horizontal clearance between the water main and the outside of the sewer manhole.
- A1. The gas and electric utilities will be shown on the revised plans and included in Addendum A. The gas and electric lines will be protected in place. Water main is also to be protected in place.
- Q2. Sheet 10 of the plans at 3801 6th Ave. The new line shown on the plans when laid out in the field appears to go under the AT&T building. Is this the case? If so is there any information on what we would be tunneling/digging through inside the building? Foundations etc.? Or are we to place the new pipe along the outside of the building?
- A2. That is not the case. The new pipe is to be installed along outside of the building where the existing sewer main is currently located.

C. NOTICE INVITING BIDS

- 1. To Item 10, SUBMISSION OF QUESTIONS, page 5, **DELETE** in its entirety and **SUBSTITUTE** with the following:

- 10.1.** The Public Works Department is responsible for opening, examining, and evaluating the competitive Bids submitted to the City for the acquisition, construction and completion of any public improvement except when otherwise set forth in these documents. Any questions related to this solicitation shall be submitted to:

Public Works Contracts
1010 Second Avenue, 14th Floor
San Diego, California, 92101
Attention: Juan E. Espindola

OR:

JEEspindola@sandiego.gov

D. ATTACHMENT A

1. To Item 1, SCOPE OF WORK, Sub-item 1.1.1., Page 20, **DELETE** in its entirety and **SUBSTITUTE** with the following:
 - 1.1.1. The Notice Inviting Bids, contract specifications and Plans numbered **38280-01-D** through **38280-14-D** and **38280-T01-D** and **38280-T10-D**.
2. To Item 2, ESTIMATED CONSTRUCTION COST, Page 20, **DELETE** in its entirety and **SUBSTITUTE** with the following:
 2. **ESTIMATED CONSTRUCTION COST:** The City's estimated construction cost for this project is **\$2,791,000**.

E. SUPPLEMENTARY SPECIAL PROVISIONS

1. To Attachment E, SECTION 2, SCOPE AND CONTROL OF WORK, Page 36, Sub-section 2-15, Technical Studies and Data, Item 5, **ADD** the following:
 2. Structural Calculations for City of San Diego's Sewer Group 835 dated September 6, 2016 by Beyaz and Patel, Inc.

F. PLANS

1. To Drawings numbered 38280-01-D through 38280-12-D, **DELETE** in their entirety and **REPLACE** with **38280-01-D** through **38280-14-D**, Pages 5 through 18 of this Addendum.

G. ADDITIONAL CHANGES

For clarity where applicable, **ADDITIONS**, if any, have been Underlined and **DELETIONS**, if any, have been ~~Stricken-out~~.

Section	Item Code	Description	UOM	Quantity	Reference
Main Bid	237110	Manholes - 7' ID Structural Manhole with 2 Access Manholes per Sheet 38280-06-D	AL <u>LS</u>	1	306-1.8.6

James Nagelvoort, Director
Public Works Department

Dated: *September 19, 2016*
San Diego, California

JN/AR/egz

MTSNCTD STANDARD CONSTRUCTION NOTES

1. A Right of Entry permit is necessary when entering MTS and San Diego and Arizona Eastern (SD/AE) right-of-way, including airspace, for any purpose. A joint right of entry permit is required when working in railroad and/or public right-of-way occupied by MTS and NCTD rail operation facilities.
2. Prior to Right of Entry, a certificate of insurance from your insurance company must be submitted and approved by MTS and NCTD per their requirements. The following insurance coverage limits are required at a minimum and subject to change based on specific project review and approval by MTS and NCTD: General Liability (\$2,000,000), Railroad Protective (\$2,000,000), Automobile (\$2,000,000), and Workmen's Compensation (\$5,000,000).
3. Any contractors or subcontractors performing work on the Railroad right-of-way, or entering the right-of-way on behalf of Permittee, shall be deemed agents of Permittee.
4. Permittee's on-site shall retain a fully executed copy of the Right of Entry Permit at all times while on the Railroad right-of-way.
5. MTS rail flagging as administered by the San Diego Trolley, Inc. (SDTI) will be required anytime work is within 15 feet from trolley track including airspace or as deemed necessary by MTS. A SDTI Flagperson Request form must be submitted to SDTI a minimum of three (3) business days prior to anticipated work. NCTD operations maintain their own rail flagging requirements not associated with MTS/SDTI policies.
6. SDTI location power shutdown may be necessary for the work zone to protect and maintain required 10 foot clearance adjacent to the trolley overhead high voltage catenary system (COCS). Permittee shall submit a SDTI Red Tag/Traction Power Removal Request form to SDTI at least three (3) business days prior to the start of work. Power shutdowns shall only be allowed during non-operating trolley hours.
7. A pre-construction meeting will be required with MTS, SDTI and NCTD prior to work commencing within the railroad right-of-way. A written notice of planned start of work must be submitted to MTS a minimum of five (5) business days prior to work starting in the right-of-way. Allowance will be stopped and Permittee will not be allowed in the right-of-way without proper notification and approval.
8. Permittee agrees to coordinate on a daily basis a reasonable access to all MTS/SD/AE facilities with SDTI. Trolley operations are generally from the hours of 4:00 a.m. to 2:00 a.m. the following day.
9. Permittee must adhere to construction and safety standards required by MTS/NCTD of their contractors when working within the right-of-way.
10. Permittee agrees to restore all facilities, improvements, landscaping, etc., to their original condition by the completion of work or as shown on plans.
11. Permittee agrees that no work by himself or his authorized agent will interfere with railroad/trolley operations.
12. Permittee shall not store equipment, tools, and materials within fifteen feet from any operable SDTI trolley track.
13. Permittee shall remove all of Permittee's tools, equipment, and materials from railroad premises promptly upon completion of work, restoring railroad premises to the same state and condition as when Permittee entered thereon.
14. No vehicular crossing over tracks shall be installed or used by Permittee without prior written permission of Railroad.
15. Permittee shall perform all work in accordance with applicable California Public Utilities Commission and OSHA regulations, MTS LRT Design Criteria, American Railway Engineering and Maintenance Association (AREMA) standard specifications and MTS/NCTD safety policies.
16. Permittee shall maintain safe pedestrian access to all MTS/SDTI trolley platforms and bus stops at all times. A minimum five-foot-wide accessible pedestrian path through the construction site shall be maintained at all times. The construction boundary shall consist of a top and bottom rail constructed of wood or plastic pipe, OSHA plastic mesh, or approved equal. Yellow caution tape is not acceptable.
17. Permittee shall not use or store hazardous substances, as defined by the Comprehensive Environmental Response, Compensation, and Liability Act, as amended ("CERCLA") or petroleum or oil as defined by applicable Environmental Laws on the Railroad right-of-way.
18. Permittee shall provide MTS and NCTD approved Traffic Control Plans that conform to the Manual on Uniform Traffic Control Devices (MUTCD) and comply in accordance with Part 8 "Traffic Control for Railroad and Light Rail Transit Grade Crossings".
19. A written notice shall be submitted to MTS and NCTD when work is completed within the right-of-way. Any additional work required to replace or repair the railroad facilities in good working order will be the Permittee's responsibility prior to relief from maintenance within the permit area.
20. Further information:
 - <http://www.sdmts.com/BusinessPermits.asp>
 - <http://www.pnctd.com/working-around-the-rails>
 - MTS Right of Way Services Telephone (619) 597-4501.

MTS STANDARD CONSTRUCTION NOTES

1. A Right of Entry permit is necessary when entering MTS (San Diego and Arizona Eastern (SD/AE) right-of-way, including airspace, for any purpose. A permit is also required when working in public right-of-way occupied by MTS /SD/AE facilities. Further information to obtain access to railroad facilities can be obtained from MTS website at <http://www.sdmts.com/BusinessPermits.asp> or contact MTS Right of Way Services at Tel. (619) 597-4501.
2. Certificate of Insurance from your insurance company for General Liability, Automobile Liability, and Workmen's Compensation must be submitted and approved by MTS before the permit will be processed. San Diego Metropolitan Transit System (MTS) shall be named the Certificate holder and the additional Insured listed below to be included:
 - San Diego Metropolitan Transit System (MTS)
 - San Diego Trolley, Inc. (SDTI)
 - San Diego Vintage Trolley, Inc. (SDVTI)
 - San Diego and Arizona Eastern (SD/AE) Railway
 - San Diego and Imperial Valley (SD/IV) Railroad
 - San Diego Transit Corporation (SDTC)
3. Most general liability insurance does not cover railroads. Any excavations relating to performance of operation within the vicinity of any railroad, bridge, trestle, track, roadway, tunnel, underpass, or crossing must be done from all depths by endowments. If the endowments cannot be removed, a separate Railroad Protective Liability Policy will be required. Additional railroad protective coverage may be required per project review as deemed necessary by MTS.
4. SDTI rail flagging will be required anytime work is within 15 feet of any operable track including airspace or as deemed necessary by MTS. A SDTI Flagperson /Right-of-Way Work Request form must be submitted to SDTI a minimum of three (3) business days prior to anticipated work.
5. A pre-construction meeting will be required with MTS/SDTI prior to work commencing within the right-of-way. A written notice of planned start of work must be submitted to MTS a minimum of five (5) business days prior to work starting in the right-of-way. All work will be stopped and Permittee will not be allowed in the right-of-way without proper notification.
6. Permittee must adhere to construction and safety standards required by MTS of their contractors when working within the right-of-way.
7. A written notice shall be submitted to the MTS when work is completed within the right-of-way. Any additional work required to replace or repair the railroad facilities in good working order will be the Permittee's responsibility prior to relief from maintenance within the permit area.
8. Casing sleeves under Railroad tracks and across Railroad right-of-way shall meet AREMA standard specifications and be less than 5' x 10' (1.7m) from the base of the rail to the top of the casing at its closest point. On portions where casing is not directly beneath the tracks, the depth from ground surface to the top of the casing shall not be less than 3 feet (1 m).
9. Permittee agrees to coordinate on a daily basis a reasonable access to all MTS/SD/AE facilities with contract operations, SDTI and SD/IV. SDTI trolley operations are generally from the hours of 4:00 a.m. to 2:00 a.m. the following day. SD/IV freight trains normal operations are during non-trolley hours.
10. A SDTI traction power shutdown may be necessary for the work zone to protect and maintain required 10 foot clearance adjacent to the trolley overhead high voltage catenary system (COCS). Permittee shall submit a SDTI Red Tag/Traction Power Removal Request form to SDTI at least three (3) business days prior to the start of work. Power shutdowns shall only be allowed during non-operating trolley hours.
11. Permittee agrees to restore all facilities, improvements, landscaping, etc., to their original condition by the completion of work or as shown on project work site plans.
12. Permittee agrees that no work by himself or his authorized agent will interfere with railroad/trolley operations.
13. Permittee shall notify MTS a minimum of five (5) business days prior to the start of work on subject property and within one (1) business day after completion of work.
14. Permittee shall not store equipment, tools, and materials within fifteen (15) feet from trolley operate track and within twenty five (25) feet from freight track operations.
15. Permittee shall remove all of Permittee's tools, equipment, and materials from railroad premises promptly upon completion of work, restoring railroad premises to the same state and condition as when Permittee entered thereon.
16. No vehicular crossing over tracks shall be installed or used by Permittee without prior written permission of Railroad.
17. Permittee shall perform all work in accordance with applicable California Public Utilities Commission and OSHA regulations, MTS LRT Design Criteria, American Railway Engineering and Maintenance of Way Association (AREMA) standard specifications, Manual on Uniform Traffic Control Devices (MUTCD) guidelines and MTS, SDTI and SD/IV Operators and safety policies.
18. Permittee shall provide MTS approved Traffic Control Plans that conform to the Manual on Uniform Traffic Control Devices (MUTCD) and comply in accordance with Part 8 "Traffic Control for Railroad and Light Rail Transit Grade Crossings".
19. Permittee shall maintain safe pedestrian access to all trolley platforms and bus stops at all times. A minimum five-foot-wide accessible pedestrian path through the construction site shall be maintained at all times. The construction boundary shall consist of a top and bottom rail constructed of plastic pipe, OSHA plastic mesh, or approved equal. Yellow caution tape is not acceptable.
20. Permittee shall not use or store hazardous substances, as defined by the Comprehensive Environmental Response, Compensation, and Liability Act, as amended ("CERCLA") or petroleum or oil as defined by applicable Environmental Laws on the Railroad right-of-way.
21. Any contractors or subcontractors performing work on the Railroad right-of-way, or entering the right-of-way on behalf of Permittee, shall be deemed agents of Permittee and require proper MTS Rail Safety Training Certification prior to entering right-of-way.
22. Permittee shall contact and schedule Dig-Alert and Cable Pile and Leak ("CP/L") prior to any excavation in the Right-of-Way. Permittee shall notify MTS a minimum of three (3) business days prior to the scheduled utility markout location request and submit SDTI Flagperson /Right-of-Way Work Request form. SDTI personnel shall accompany CP/L for any markout of trolley facilities.
23. Permittee's on-site supervision shall retain maintain a fully executed copy of the Right of Entry Permit at all times while on the Railroad right-of-way.

COASTAL CALIFORNIA GNATCATCHER (Federally Threatened)

NO CLEARING, GRUBBING, GRADING, OR OTHER CONSTRUCTION ACTIVITIES SHALL OCCUR BETWEEN MARCH 1 AND AUGUST 15, THE BREEDING SEASON OF THE COASTAL CALIFORNIA GNATCATCHER, UNTIL THE FOLLOWING REQUIREMENTS HAVE BEEN MET TO THE SATISFACTION OF THE CITY MANAGER:

- A. A QUALIFIED BIOLOGIST (POSSESSING A VALID ENDANGERED SPECIES ACT SECTION 10(a)(1)(A) RECOVERY PERMIT) SHALL SURVEY THOSE HABITAT AREAS WITHIN THE MHPA THAT WOULD BE SUBJECT TO CONSTRUCTION NOISE LEVELS EXCEEDING 60 DECIBELS (dBA) HOURLY AVERAGE FOR THE PRESENCE OF THE COASTAL CALIFORNIA GNATCATCHER. SURVEYS FOR THE COASTAL CALIFORNIA GNATCATCHER SHALL BE CONDUCTED PURSUANT TO THE PROTOCOL SURVEY GUIDELINES ESTABLISHED BY THE U.S. FISH AND WILDLIFE SERVICE WITHIN THE BREEDING SEASON PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION. IF GNATCATCHERS ARE PRESENT, THEN THE FOLLOWING CONDITIONS MUST BE MET:
 1. BETWEEN MARCH 1 AND AUGUST 15, NO CLEARING, GRUBBING, OR GRADING OF OCCUPIED GNATCATCHER HABITAT SHALL BE PERMITTED. AREAS RESTRICTED FROM SUCH ACTIVITIES SHALL BE STAKED OR FENCED UNDER THE SUPERVISION OF A QUALIFIED BIOLOGIST; AND
 2. BETWEEN MARCH 1 AND AUGUST 15, NO CONSTRUCTION ACTIVITIES SHALL OCCUR WITHIN ANY PORTION OF THE SITE WHERE CONSTRUCTION ACTIVITIES WOULD RESULT IN NOISE LEVELS EXCEEDING 80 dBA (A) HOURLY AVERAGE AT THE EDGE OF OCCUPIED GNATCATCHER HABITAT. AN ANALYSIS SHOWING THAT NOISE GENERATED BY CONSTRUCTION ACTIVITIES WOULD NOT EXCEED 80 dBA (A) HOURLY AVERAGE AT THE EDGE OF OCCUPIED HABITAT MUST BE COMPLETED BY A QUALIFIED ACOUSTICIAN (POSSESSING CURRENT NOISE ENGINEER LICENSE OR REGISTRATION WITH MONITORING NOISE LEVEL EXPERIENCE WITH LISTED ANIMAL SPECIES) AND APPROVED BY THE CITY MANAGER AT LEAST TWO WEEKS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES. PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES DURING THE BREEDING SEASON, AREAS RESTRICTED FROM SUCH ACTIVITIES SHALL BE STAKED OR FENCED UNDER THE SUPERVISION OF A QUALIFIED BIOLOGIST; OR
 3. AT LEAST TWO WEEKS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES, UNDER THE DIRECTION OF A QUALIFIED ACOUSTICIAN, NOISE ATTENUATION MEASURES (e.g., BERM, WALLS) SHALL BE IMPLEMENTED TO ENSURE THAT NOISE LEVELS RESULTING FROM CONSTRUCTION ACTIVITIES WILL NOT EXCEED 60 dBA HOURLY AVERAGE AT THE EDGE OF HABITAT OCCUPIED BY THE COASTAL CALIFORNIA GNATCATCHER. CONCURRENT WITH THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES AND THE CONSTRUCTION OF NECESSARY NOISE ATTENUATION FACILITIES, NOISE MONITORING SHALL BE CONDUCTED AT THE EDGE OF THE OCCUPIED HABITAT AREA TO ENSURE THAT NOISE LEVELS DO NOT EXCEED 60 dBA (A) HOURLY AVERAGE. IF THE NOISE ATTENUATION TECHNIQUES IMPLEMENTED ARE DETERMINED TO BE INADEQUATE BY THE QUALIFIED ACOUSTICIAN OR BIOLOGIST, THEN THE ASSOCIATED CONSTRUCTION ACTIVITIES SHALL CEASE UNTIL SUCH TIME THAT ADEQUATE NOISE ATTENUATION IS ACHIEVED OR UNTIL THE END OF THE BREEDING SEASON (AUGUST 15).

* Construction noise monitoring shall continue to be monitored at least twice weekly on varying days, or more frequently depending on the construction activity, to verify that noise levels at the edge of occupied habitat are maintained below 60 dBA (A) hourly average or to the ambient noise level if already exceeds 80 dBA (A) hourly average. If not, other measures shall be implemented in consultation with the biologist and the City Manager, as necessary, to reduce noise levels to below 60 dBA (A) hourly average or to the ambient noise level if already exceeds 60 dBA (A) hourly average. Such measures may include, but are not limited to, limitations on the placement of construction equipment and the simultaneous use of equipment.

- B. IF COASTAL CALIFORNIA GNATCATCHERS ARE NOT DETECTED DURING THE PROTOCOL SURVEY, THE QUALIFIED BIOLOGIST SHALL SUBMIT SUBSTANTIAL EVIDENCE TO THE CITY MANAGER AND APPLICABLE RESOURCE AGENCIES WHICH DEMONSTRATES WHETHER OR NOT MITIGATION MEASURES SUCH AS NOISE WALLS ARE NECESSARY BETWEEN MARCH 1 AND AUGUST 15 AS FOLLOWS:
 1. IF THIS EVIDENCE INDICATES THE POTENTIAL IS HIGH FOR COASTAL CALIFORNIA GNATCATCHER TO BE PRESENT BASED ON HISTORICAL RECORDS OR SITE CONDITIONS, THEN CONDITION A/B SHALL BE ADHERED TO AS SPECIFIED ABOVE.
 2. IF THIS EVIDENCE CONCLUDES THAT NO IMPACTS TO THIS SPECIES ARE ANTICIPATED, NO MITIGATION MEASURES WOULD BE NECESSARY.

G-2

PLANS FOR THE CONSTRUCTION OF
SEWER GROUP 835
MTSNCTD STANDARD CONSTRUCTION NOTES
COASTAL CALIFORNIA GNATCATCHER (Federally Threatened)

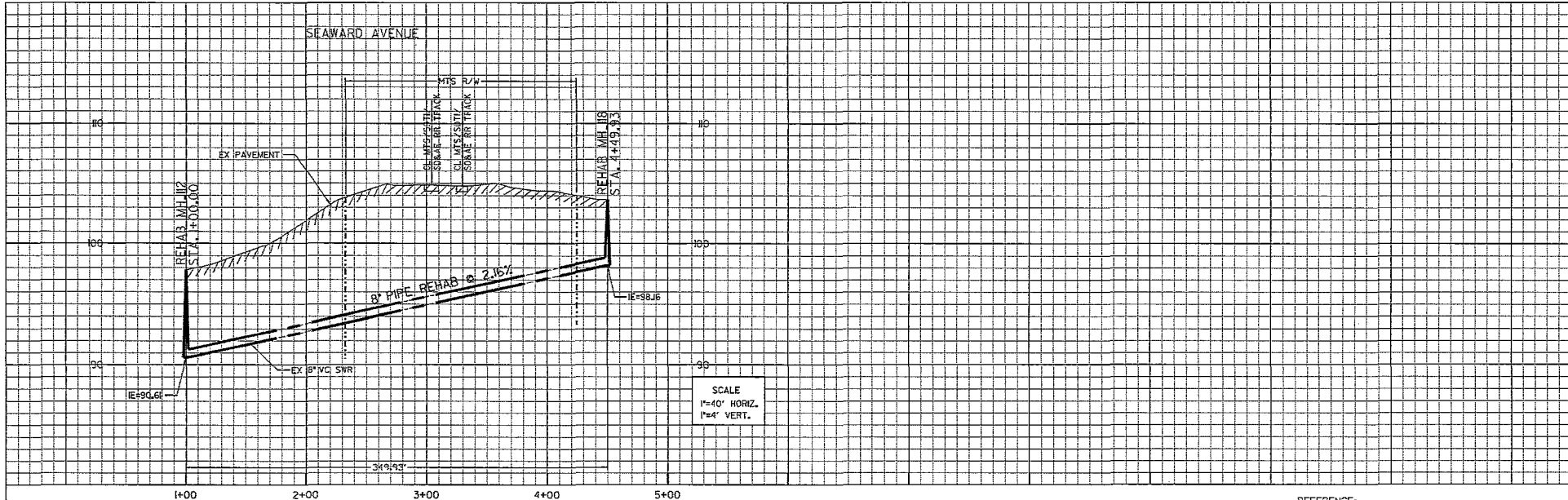
CITY OF SAN DIEGO, CALIFORNIA PUBLIC WORKS DEPARTMENT SHEET 02 OF 03 SHEETS		SEWER NO. B-1517
DATE: 7/28/2016	DATE: 06/26/16	DESIGNED BY: SHEILA GALIMEDA
FOR OFF-CORPORATION: NABIL BATTIA	DATE: 06/26/16	PROJECT MANAGER: RICK NARVAEZ
DESCRIPTION: PUMP	DATE: 06/26/16	PROJECT ENGINEER: RICK NARVAEZ
ORIGINAL: N/A	APPROVED: N/A	DATE: 06/26/16
DATE: 06/26/16	DATE: 06/26/16	DATE: 06/26/16
CONTRACTOR: NABIL BATTIA	DATE STARTED: 06/26/16	DATE COMPLETED: 06/26/16
INSPECTOR: N/A	DATE STARTED: 06/26/16	DATE COMPLETED: 06/26/16

AS-BUILT INFORMATION	
MATERIALS	MANUFACTURER
PIPE 30R 35 (SEWER)	-
SEWER MANHOLES	-
REHABILITATE SEWER MANHOLES	-
REHABILITATE SEWER MAIN	-

CONSTRUCTION CHANGE / ADDENDUM			WARNING
CHANGE DATE	AFFECTED OR ADDED SHEET NUMBERS	APPROVAL NO.	
			<p>IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE.</p>



MTSNCTD STANDARD / COASTAL CALIFORNIA GNATCATCHER



SCALE
1"=40' HORIZ.
1"=4' VERT.

PRINCIPLE SETTING OUT LINE FOR Sheet 3

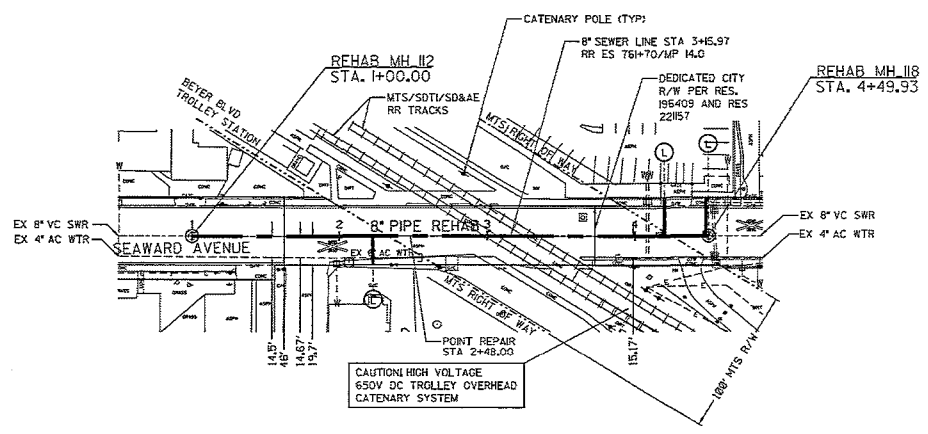
POINT	CHAINAGE	NORTHING	EASTING	ELEMENT	LENGTH	BCR (0°00'00")
P08	1+00.00	1783402.62	6316171.75	STRAIGHT	349.53	S 89°21'40.69" E
P0E	4+49.93	1789398.72	6316521.65			

NOTE: REFER TO SHEET NO. 2 FOR ADDITIONAL CONSTRUCTION NOTES

NOTE: REFER TO MTS STANDARD CONSTRUCTION NOTE NO. 18 FOR TRAFFIC OPERATIONS REQUIREMENTS

REFERENCE:
WATER 12403-3-D, 16245-7-D
SEWER 1403-1
STORM DRAIN 18755-2-D
C&S
ELECTRIC
CABLE TV
TELEPHONE
IMPROVEMENTS: NONE
100' SCALE/FIELD 800k M365
THOMAS BROS. 1350F3

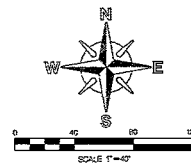
RETIREMENTS:
8" - VC - 350' - 1963
MH - 4X3 - 2 - 1963
4" LATERAL - 3 - UNK - 1963

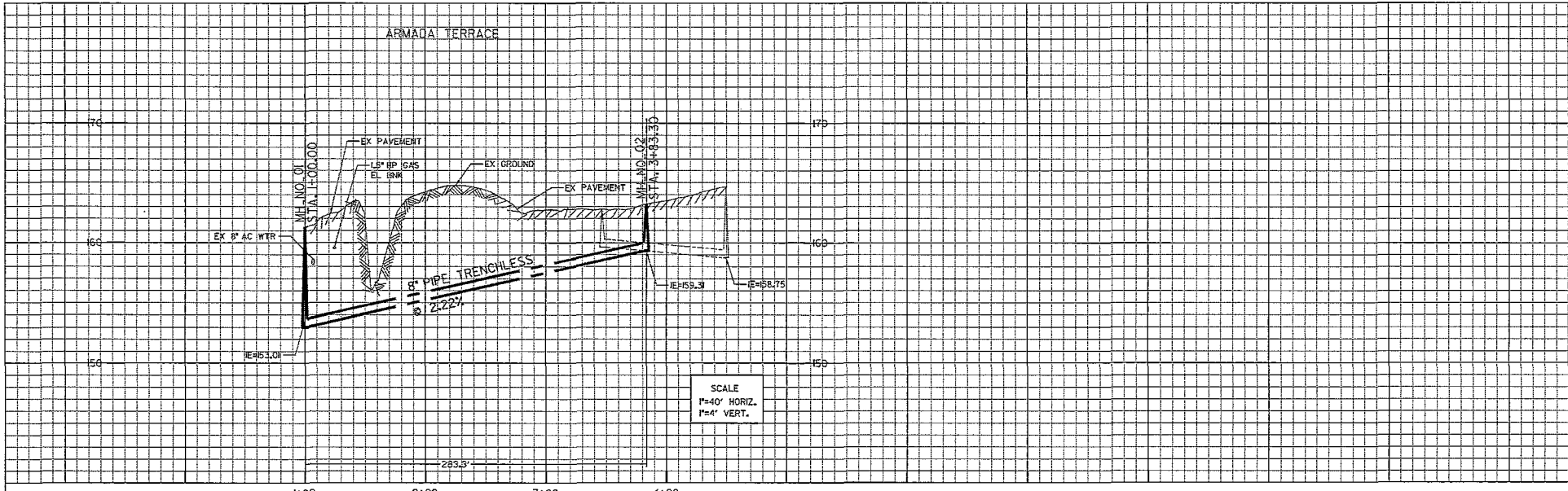


ROS 3224,9924,11072
MAP 1174 - SAN YSIDRO

C-01

SEWER GROUP 835 SEAWARD AVENUE STA. 1+00.00 TO STA. 4+49.93	
CITY OF SAN DIEGO, CALIFORNIA PUBLIC WORKS DEPARTMENT SHEET 03 OF 03 SHEETS	
DATE: 7/26/2016	SEWER NO: S-13157
FOR OFF. USE ONLY: DRAWN BY: SHEILA GAMBEDA DATE: 06/26/16 PROJECT NO: 1782-6303	PROJECT MANAGER: REX NARVAEZ
PROJECT NO: 1782-6303	PROJECT NO: 1782-6303
DATE STARTED: 08/18/15	DATE COMPLETED: 08/18/15
CONTRACTOR: 38280-03-D	





SCALE
1"=40' HORIZ.
1"=4' VERT.

NOTE:
CONTRACTOR TO REMOVE AND/OR REPLACE ALL EXISTING IMPROVEMENTS AS REQUIRED FOR NEW MAIN/LATERAL CONSTRUCTION. REPLACE ALL DAMAGED IMPROVEMENTS TO MATCH EXISTING CONDITIONS, LIKE AND KIND.

PRINCIPLE SETTING OUT LINE FOR Sheet 4

POINT	CHAINAGE	NORTHING	EASTING	ELEMENT	LENGTH	WCB (0°00'00"±)
PC	1+00.00	1841484.36	6257703.94	R=250.00	283.30	N 37°11'25.37" W
PT	3+83.30	1841751.83	6257681.83			N 27°44'17.54" E

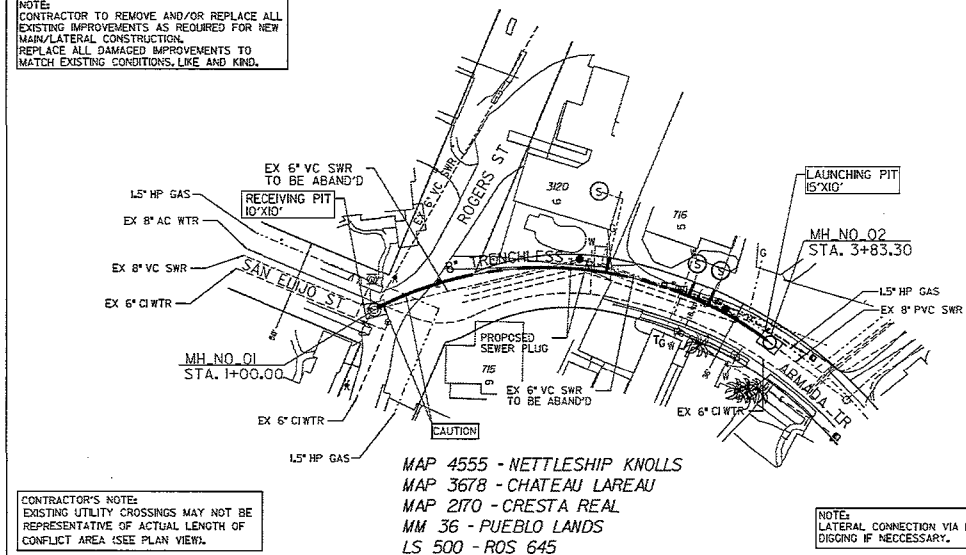
REFERENCE:
WATER: 24076-2-D, 7848-L
SEWER: 24973-I-D, 7512-L
STORM DRAIN: 2337-L
GAS: 15675-18765
ELECTRIC: 15675-18765
CABLE: TV
TELEPHONES: 2106, 182005
IMPROVEMENTS: NONE
100' SCALE/FIELD BOOK: C225
THOMAS BROS.: 1288A3

RETIREMENTS:
8" - VC - 236' - 1949
MH - 4x3 - 3 - 1949
4" LATERAL - 3 - LINK - 1949

ESTIMATED ARCHAEOLOGICAL MONITORING LIMITS
(INCLUDES MAIN, LATERALS, AND OTHER TRENCHING ACTIVITIES)

BEGIN STATION	END STATION	APPROXIMATE LF
STA. 1+00.00	STA. 3+83.30	283.30

ACTUAL LIMITS SHALL BE DETERMINED BY THE PI/MONITOR(S) PRIOR TO CONSTRUCTION AND SHALL BE CONSISTENT WITH THE PROJECT'S MITIGATION AND MONITORING PROGRAM (MMRP).



CONTRACTOR'S NOTE:
EXISTING UTILITY CROSSINGS MAY NOT BE REPRESENTATIVE OF ACTUAL LENGTH OF CONFLICT AREA (SEE PLAN VIEW).

MAP 4555 - NETTLESHIP KNOLLS
MAP 3678 - CHATEAU LAREAU
MAP 2170 - CRESTA REAL
MM 36 - PUEBLO LANDS
LS 500 - ROS 645

NOTE:
LATERAL CONNECTION VIA HAND DIGGING IF NECESSARY.

C-02

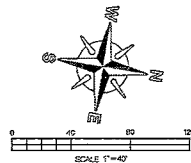
SEWER GROUP 835
ARMADA TERRACE
ROGERS STREET TO STA 3+46.80

CITY OF SAN DIEGO, CALIFORNIA
PUBLIC WORKS DEPARTMENT
SHEET 04 OF 10 SHEETS

FOR CITY ENGINEER: *Nabil Batta* 1/26/2016
DATE: 1/26/2016
DRAWN BY: SHEILA GAMBETA
CHECKED BY: REX HARVAEZ
PROJECT ENGINEER

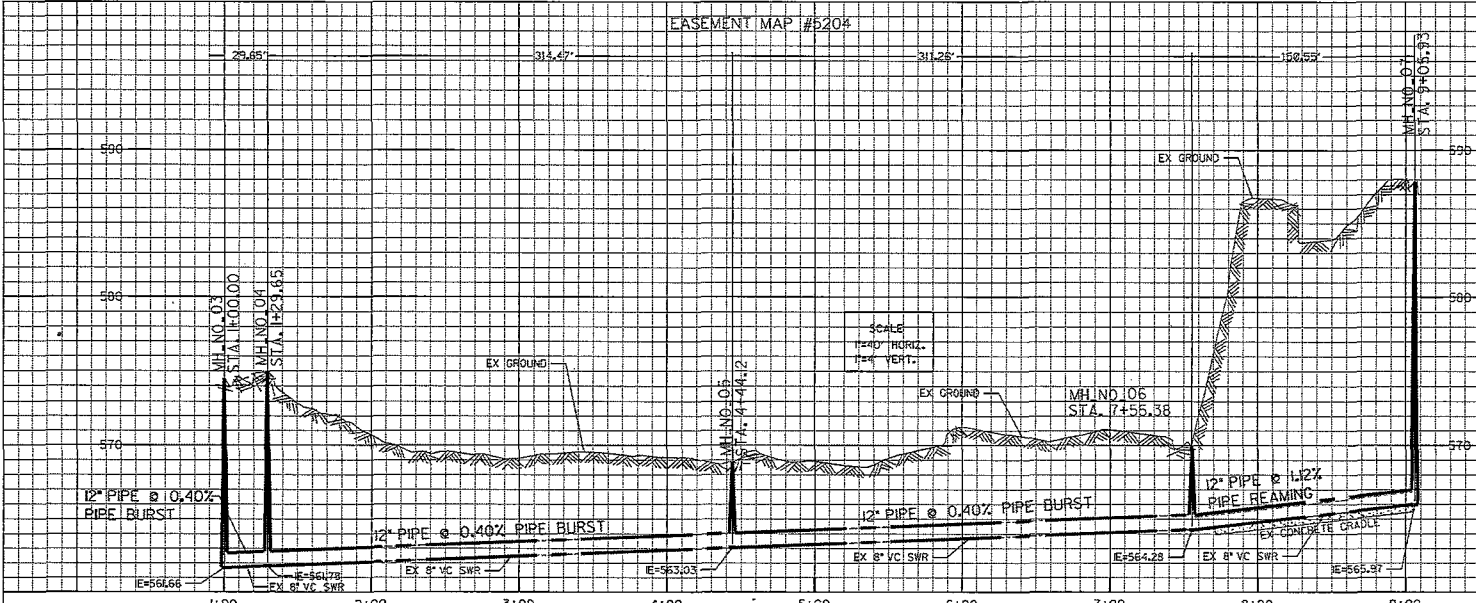
REVISIONS:
158-1695
158-1695
158-1695
158-1695

CONTRACTOR: 38280-04-D
INSPECTOR: DATE STARTED: DATE COMPLETED:



ARMADA TERRACE

EASEMENT MAP #5204



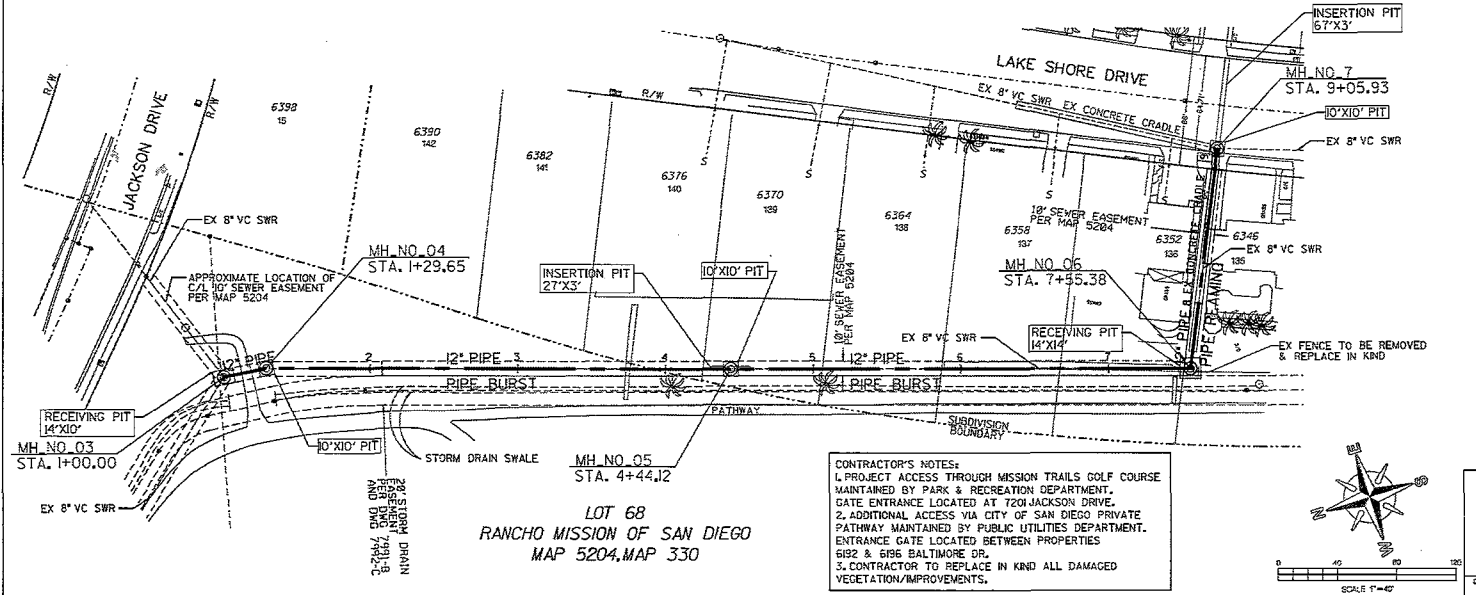
ESTIMATED ARCHAEOLOGICAL MONITORING LIMITS (INCLUDES MAIN, LATERALS, AND OTHER TRENCHING ACTIVITIES)		
BEGINNING STATION	ENDING STATION	APPROXIMATE LF
STA. 1+00.00	STA. 9+05.93	805.93

ESTIMATED PALEONTOLOGICAL MONITORING LIMITS (INCLUDES MAIN, LATERALS, AND OTHER TRENCHING ACTIVITIES)		
BEGINNING STATION	ENDING STATION	APPROXIMATE LF
STA. 1+00.00	STA. 9+05.93	805.93

ACTUAL LIMITS SHALL BE DETERMINED BY THE PL/MT(G)OR(S) PRIOR TO CONSTRUCTION AND SHALL BE CONSISTENT WITH THE MITIGATION AND MONITORING PROGRAM (MMRP) FOR THE PROJECT.

PRINCIPLE SETTING OUT LINE FOR Sheet 5

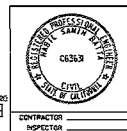
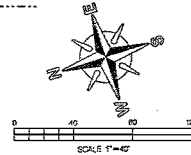
POINT CHAINAGE	NORTHING	EASTING	ELEMENT	LENGTH	WS (10'±0.00')
POB	1+00.00	1871827.44	6320155.05	STRAIGHT	29.65 S 5°42'27.75" W
PI	1+29.65	1871007.93	6320159.11	STRAIGHT	314.47 S 17°40'53.95" W
PI	4+44.12	1870708.32	6320054.60	STRAIGHT	311.26 S 17°27'42.06" W
PI	7+55.38	1870411.41	6319961.20	STRAIGHT	150.55 S 65°36'11.05" E
PDE	9+05.93	1870345.22	6320098.31		



REFERENCES:
 WATER 10454-6-3
 SEWER 10455-D, 7991-B-D, 7992-C-D
 STORM DRAIN 7939-AD, MAP 5204
 GAS: NONE
 ELECTRIC: NONE
 CABLE TV: NONE
 TELEPHONES: NONE
 IMPROVEMENTS: NONE
 100' SCALE/FIELD BOOK: 226-1755
 THOMAS BROS.: 125005

RETIREMENTS:
 8" - VC - 805.93' - 1965
 MH - 4X3 - 5' - 1965

CONTRACTOR'S NOTES:
 1. PROJECT ACCESS THROUGH MISSION TRAILS GOLF COURSE MAINTAINED BY PARK & RECREATION DEPARTMENT. GATE ENTRANCE LOCATED AT 7201 JACKSON DRIVE.
 2. ADDITIONAL ACCESS VIA CITY OF SAN DIEGO PRIVATE PATHWAY MAINTAINED BY PUBLIC UTILITIES DEPARTMENT. ENTRANCE GATE LOCATED BETWEEN PROPERTIES 6192 & 6196 BALTIMORE DR.
 3. CONTRACTOR TO REPLACE IN KIND ALL DAMAGED VEGETATION/IMPROVEMENTS.

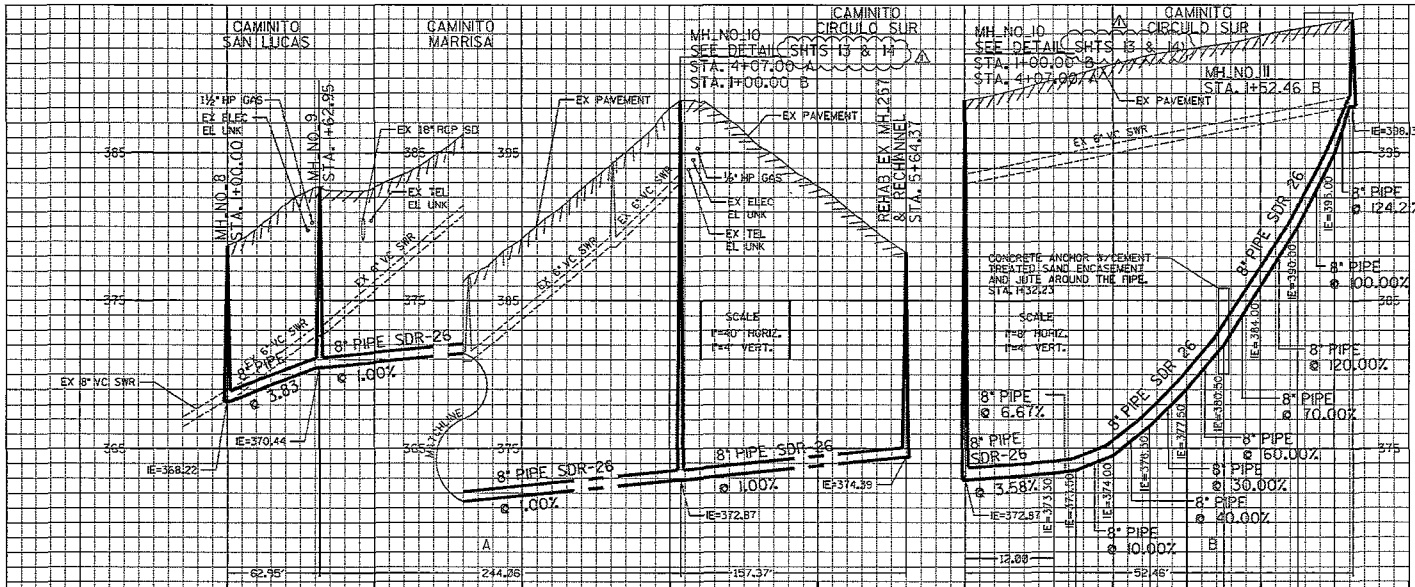


SEWER GROUP 835 EASEMENT MAP #5204 LAKE SHORE DRIVE TO JACKSON DRIVE	
CITY OF SAN DIEGO, CALIFORNIA PUBLIC WORKS DEPARTMENT SHEET 05 OF 10 SHEETS	SEWER NO. B-13157
DATE: 7/26/2016 PROJECT: 226-1755	DESIGNED BY: SHEILA GAMBUELA
APPROVED BY: NABIL BATTAL	CHECKED BY: REX NARVAEZ
DATE STARTED: 1/26/2016	DATE COMPLETED: 8/28/2016
CONTRACTOR: [Signature]	INSPECTOR: [Signature]

C-03

ADDENDUM A

EASEMENT MAP #5204



PRINCIPLE SETTING OUT LINE FOR Sheet 6 A

POINT	CHAINAGE	NORTHING	EASTING	ELEMENT	LENGTH	WCB (0°00'00")
POB	1+00.00	1879838.06	6258642.48	STRAIGHT	62.95	N 42°10'20.68" E
PC	1+62.95	1879884.71	6258684.74			
					R=330.45	244.06
						N 51°03'15.61" W
						N 8°44'20.06" W

PRINCIPLE SETTING OUT LINE FOR Sheet 6 B

POINT	CHAINAGE	NORTHING	EASTING	ELEMENT	LENGTH	WCB (0°00'00")
POB	1+00.00	1880091.51	6258565.84	STRAIGHT	15.80	N 2°52'31.85" W
PI	1+12.00	1880103.50	6258565.74	STRAIGHT	3.00	N 2°52'31.85" W
PI	1+15.00	1880106.49	6258565.09	STRAIGHT	5.00	N 2°52'31.85" W
PI	1+20.00	1880111.49	6258564.84	STRAIGHT	5.00	N 2°52'31.85" W
PI	1+25.00	1880116.48	6258564.59	STRAIGHT	5.00	N 2°52'31.85" W
PI	1+30.00	1880121.47	6258564.34	STRAIGHT	5.00	N 2°52'31.85" W
PI	1+35.00	1880126.47	6258564.09	STRAIGHT	5.00	N 2°52'31.85" W
PI	1+40.00	1880131.46	6258563.83	STRAIGHT	5.00	N 2°52'31.85" W
PI	1+45.00	1880136.45	6258563.58	STRAIGHT	5.00	N 2°52'31.85" W
PI	1+50.00	1880141.45	6258563.33	STRAIGHT	5.00	N 2°52'31.85" W
POE	1+52.46	1880143.90	6258563.21		2.46	N 2°52'31.85" W

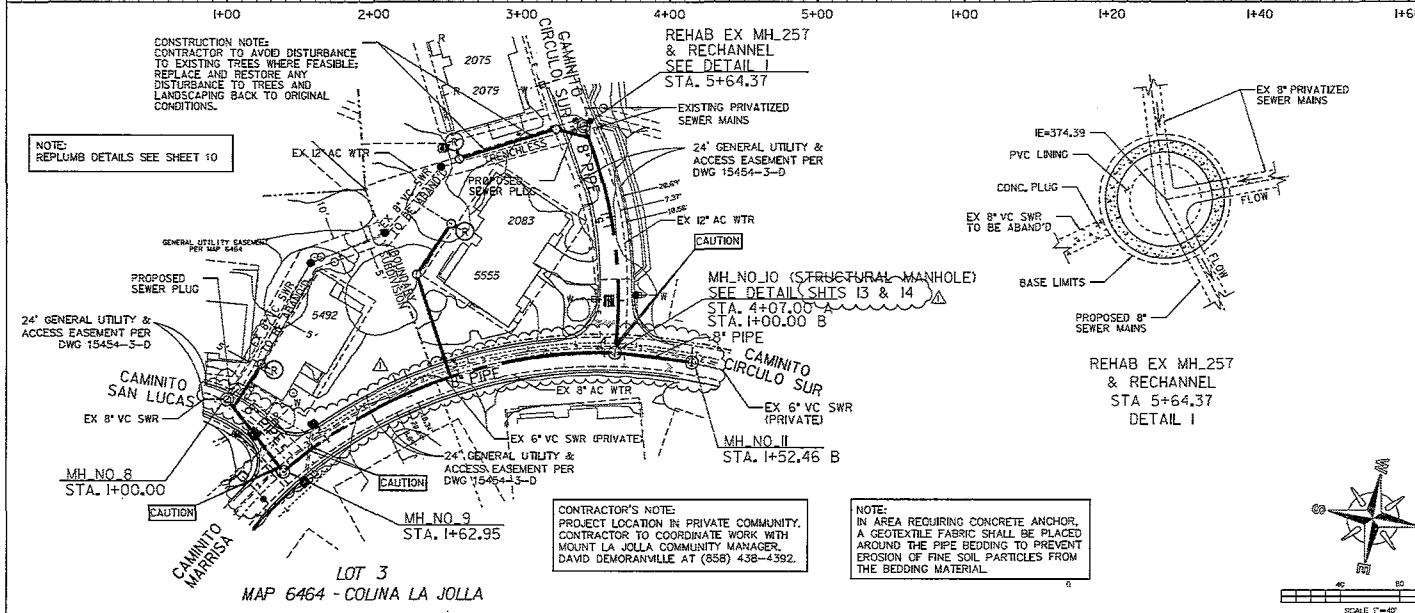
ESTIMATED ARCHAEOLOGICAL MONITORING LIMITS (INCLUDES MAIN, LATERALS, AND OTHER TRENCHING ACTIVITIES)

BEGINNING STATION	ENDING STATION	APPROXIMATE LF
STA. 1+00.00 A	STA. 5+64.37	464.37
STA. 1+00.00 B	STA. 1+52.46	52.46

ESTIMATED PALEONTOLOGICAL MONITORING LIMITS (INCLUDES MAIN, LATERALS, AND OTHER TRENCHING ACTIVITIES)

BEGINNING STATION	ENDING STATION	APPROXIMATE LF
STA. 1+00.00 A	STA. 5+64.37	464.37
STA. 1+00.00 B	STA. 1+52.46	52.46

ACTUAL LIMITS SHALL BE DETERMINED BY THE PI/MONITOR(S) PRIOR TO CONSTRUCTION AND SHALL BE CONSISTENT WITH THE MITIGATION AND MONITORING PROGRAM (IMMP) FOR THE PROJECT.

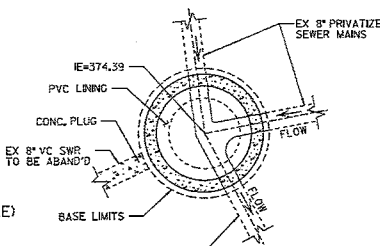


REFERENCE:

- WATER: 15464-6-D, 15454-3-D
- SEWER: 15464-5-D
- STORM DRAIN: 156610-D
- GAS:
- ELECTRIC: 15675-09145
- CABLE TV:
- TELEPHONE:
- IMPROVEMENTS: NONE
- 100' SCALE FIELD BOOK: C125
- THOMAS BROS.: 124843

RETIREMENTS:

- 8" - VC - 322.65' - 1971
- MH - 423 - 4 - 1971
- 4" LATERAL - 3 - LINK - 1971



C-04

SEWER GROUP 835
CAMINITO SAN LUCAS/CAMINITO MARRISA/
CAMINITO CIRCULO SUR
STA 1+00.00 TO STA 5+52.72

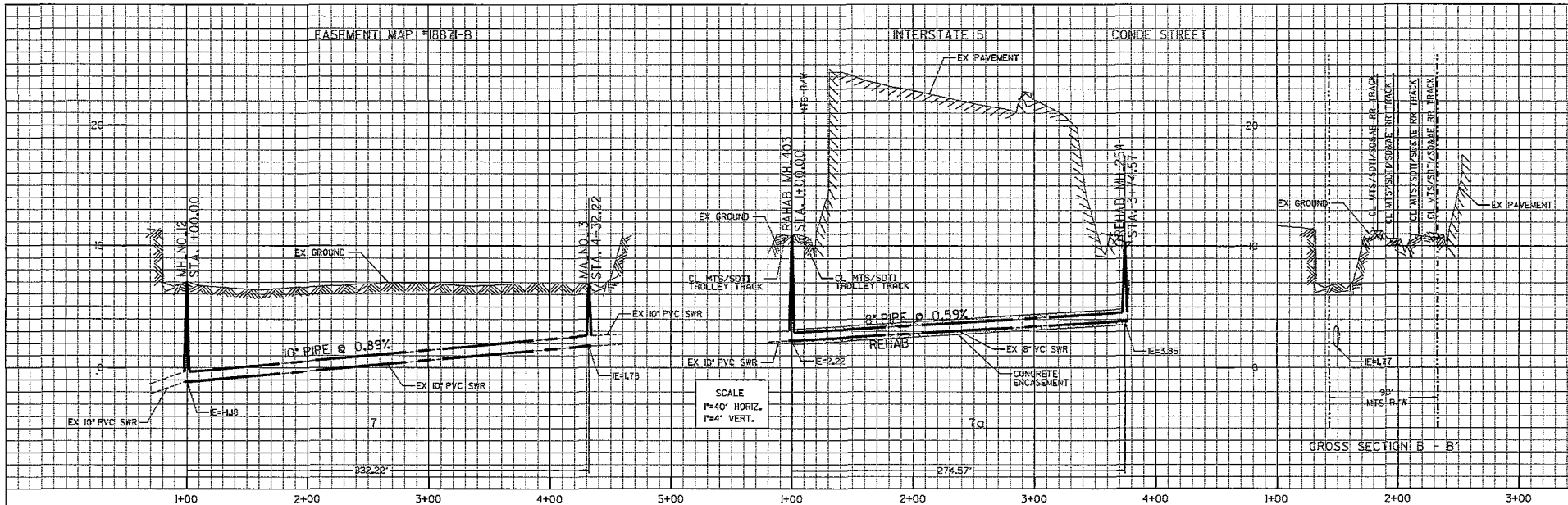
CITY OF SAN DIEGO, CALIFORNIA
PUBLIC WORKS DEPARTMENT
SHEET 06 OF 06 SHEETS

DATE: 12/28/2016
DWG: 663631

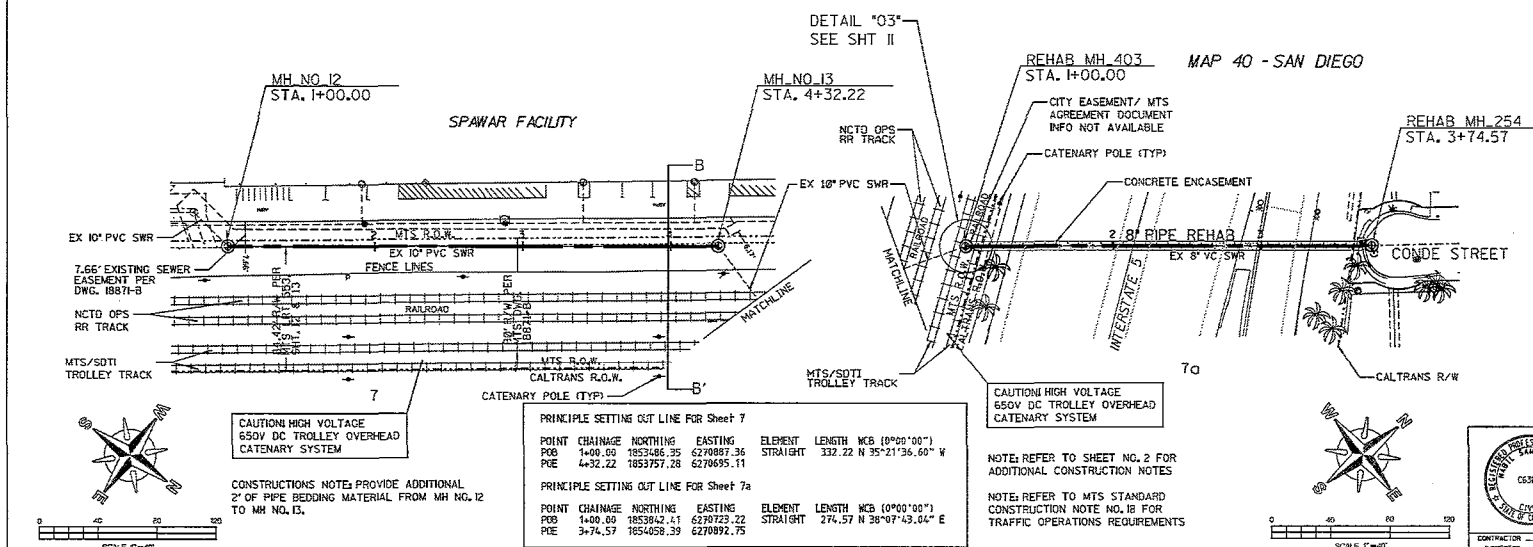
FOR CITY REVIEW BY: SHEILA GAMUEDA
PROJECT NUMBER: 238-1635
PROJECT LOCATION: COLINA LA JOLLA

FOR CONTRACTOR REVIEW BY: REK NARVAEZ
DATE STARTED: 1878-6255
DATE COMPLETED: 38280-08-D

CONTRACTOR: [Signature]



GROSS SECTION B - B'



REFERENCE:
 WATER: NONE
 SEWER: 26370-16-D, 1518-3-D, 18371-B
 STORM DRAIN: 1036--2-D, 1316-L
 GAS: NONE
 ELECTRIC: NONE
 CABLE TV: NONE
 TELEPHONE: NONE
 IMPROVEMENTS: NONE
 100' SCALE FIELD BOOK: E185
 THOMAS BROS. 1268F5

RETIREMENTS:
 8" VC - 274.57' - 1964
 10" PVC - 332.22' - 1964
 10" - 4X3 - 4 - 1964

PRINCIPLE SETTING OUT LINE FOR Sheet 7

POINT	CHANGING	NORTHING	EASTING	ELEMENT	LENGTH	MCB (0°00'00")
POB	1+00.00	1853486.35	6270887.36	STRAIGHT	332.22	N 35°21'36.60" W
PVE	4+32.22	1853757.28	6270695.11			

PRINCIPLE SETTING OUT LINE FOR Sheet 7a

POINT	CHANGING	NORTHING	EASTING	ELEMENT	LENGTH	MCB (0°00'00")
POB	1+00.00	1853842.41	6270723.22	STRAIGHT	274.57	N 38°07'43.04" E
PVE	3+74.57	1854058.39	6270892.75			

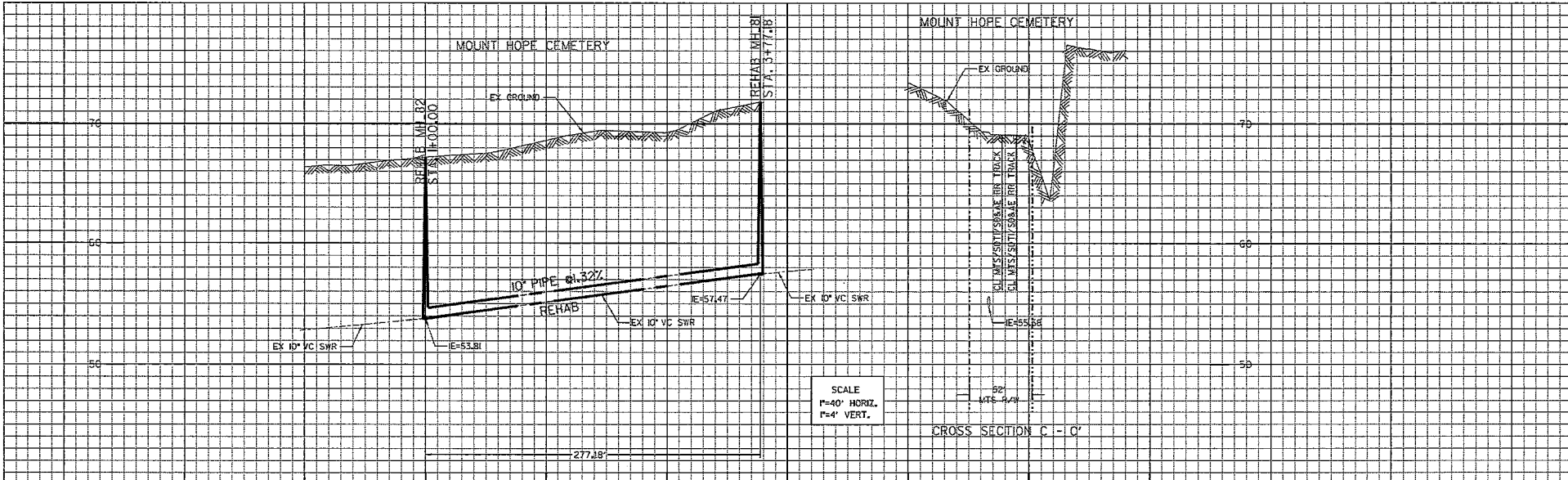
C-05

SEWER GROUP 835
EASEMENT MAP #18871-B, INTERSTATE 5
SPAWAR FACILITY TO CONDE STREET

CITY OF SAN DIEGO, CALIFORNIA
 PUBLIC WORKS DEPARTMENT
 SHEET 07 OF 09 SHEETS

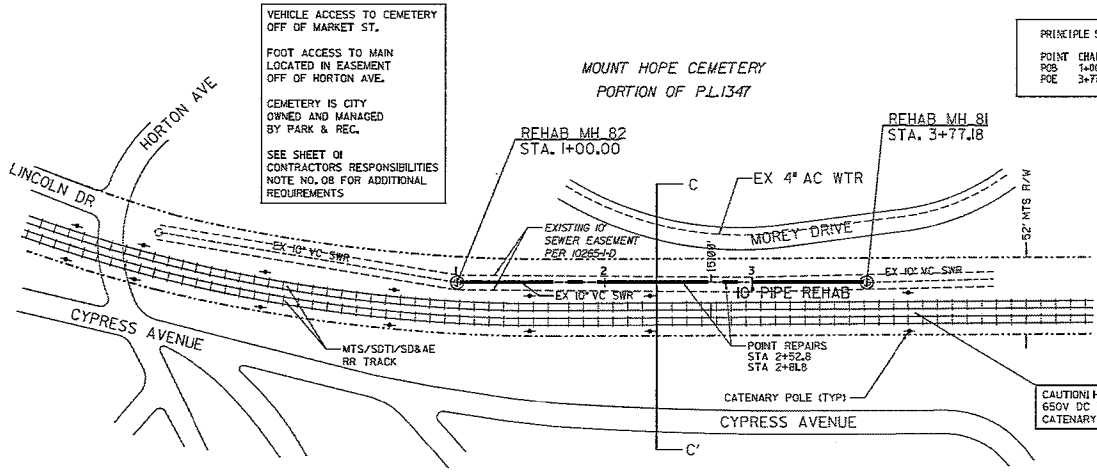
DATE	1/28/2016	DESIGNED BY	SHEILA GAMBUDA
FOR CITY ENGINEER		DATE	06/30/16
PROJECT NO.		DESIGNED BY	REX VARVAEZ
DESCRIPTION		APPROVED	DATE FILED
ORIGINAL	REVISED		
			210-1707
			2007 00000000
			1850-6267
			2008 00000000

CONTRACTOR: **38280-07-D**
 INSPECTOR: _____
 DATE STARTED: _____
 DATE COMPLETED: _____



SCALE
1"=40' HORIZ.
1"=4' VERT.

CROSS SECTION C - C'



VEHICLE ACCESS TO CEMETERY OFF OF MARKET ST.
FOOT ACCESS TO MAIN LOCATED IN EASEMENT OFF OF HORTON AVE.
CEMETERY IS CITY OWNED AND MANAGED BY PARK & REC.
SEE SHEET 01 CONTRACTORS RESPONSIBILITIES NOTE NO. 08 FOR ADDITIONAL REQUIREMENTS

MOUNT HOPE CEMETERY
PORTION OF PL.1347

PRINCIPLE SETTING OUT LINE FOR Sheet 8

POINT	CHANGING	NORTHING	EASTING	ELEMENT	LENGTH	WS (0+00' 00")
PCB	1+00.00	1838010.75	6295853.00	STRAIGHT	277.18	N 64°10'29.89" E
PCE	3+77.18	1838131.50	6296102.50			

NOTE: REFER TO SHEET NO. 2 FOR ADDITIONAL CONSTRUCTION NOTES
NOTE: REFER TO MTS STANDARD CONSTRUCTION NOTE NO. 18 FOR TRAFFIC OPERATIONS REQUIREMENTS
NOTE: SURFACE AND PROFILE GENERATED USING CITY'S DTM 95. ACCURACY IS FOR PLANNING PURPOSE ONLY

REFERENCE:
WATER: NONE
SEWER: 1022-4-D
STORM DRAIN: NONE
GAS: NONE
ELECTRIC: NONE
CABLE TV: NONE
TELEPHONE: NONE
IMPROVEMENTS: NONE
100' SCALE (FIELD) BOOK# 1235
THOMAS BROS.# 128964

RETIREMENTS:
10" VC - 26' - 1961
MH - 4X3 - 2 - 1961

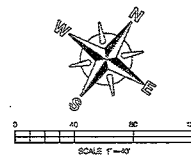
CAUTION HIGH VOLTAGE
650V DC TROLLEY OVERHEAD
CATENARY SYSTEM

C-06

SEWER GROUP 835
MOUNT HOPE CEMETERY
STA 1+00.00 TO STA 3+77.18

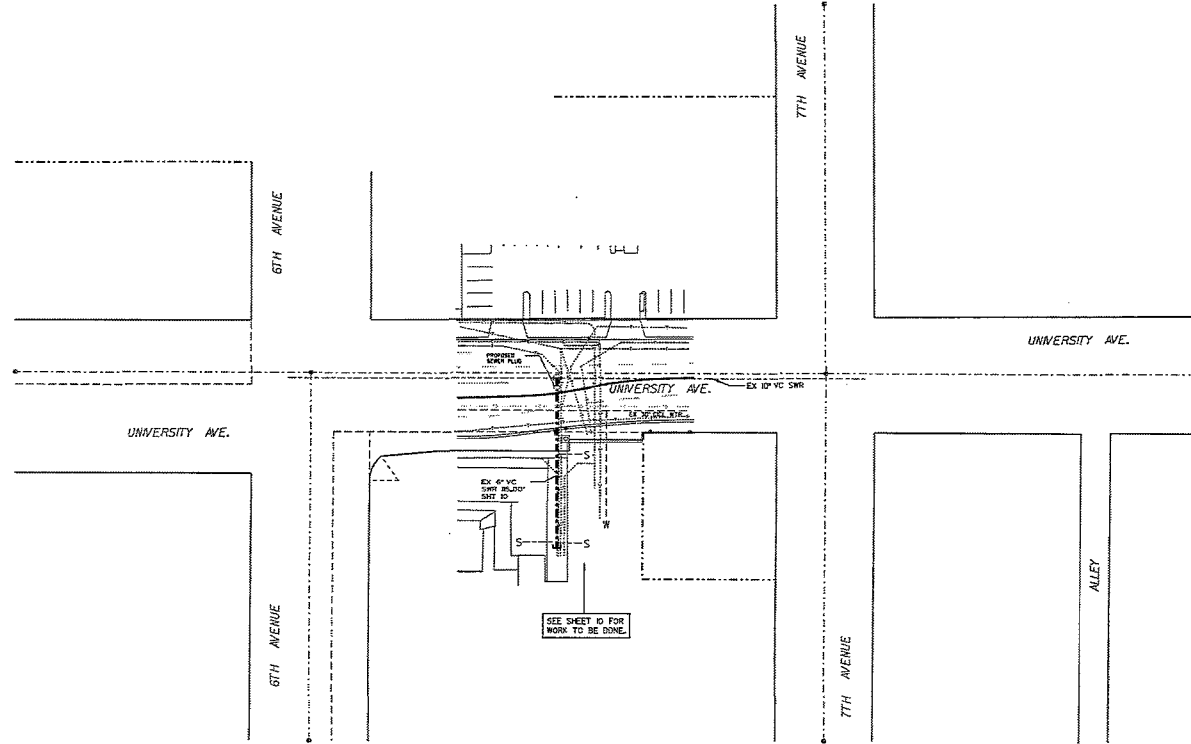
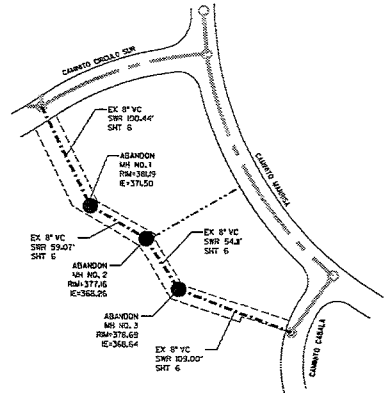
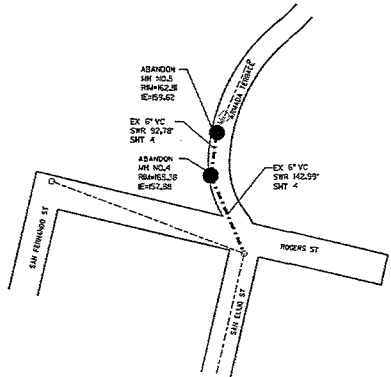
CITY OF SAN DIEGO, CALIFORNIA PUBLIC WORKS DEPARTMENT SHEET 08 OF 09 SHEETS		SHEET NO. 8-1517
DESIGNED BY <i>Nabil Batta</i>	DATE 7/26/2016	DRAWN BY SHEILA GAMBEDA
CHECKED BY NABIL BATTA	DATE 06/26/16	PROJECT MANAGER REX NARVAEZ
DESCRIPTION ORIGINAL	BY MVA/M	DATE FILED 194-1721
APPROVED BY <i>Nabil Batta</i>	DATE 06/29/16	CITY ENGINEER 1834-6291
CONTRACTOR INSPECTOR	DATE STARTED	DATE COMPLETED

38280-08-D



September 18, 2016
Sewer Group 835

ADDENDUM 'A'



LEGEND

--- SOWER MAIN TO BE ABANDONED

--- PROPOSED SOWER MAIN

● ABANDON EX MANHOLE

ON THIS SHEET
MANHOLES TO BE ABAND'D = 4
LIST OF MAINS TO BE ABAND'D
8" VC = 322.62'
6" VC = 350.77'

CONTRACTOR'S NOTE

THE EXISTING SEWER MAINS SHALL BE KEPT IN SERVICE UNTIL THE NEW SEWER MAINS HAVE BEEN CONSTRUCTED. ALL LATERALS HAVE BEEN ACCOUNTED FOR AND NO FLOW HAS BEEN VERIFIED BY THE RESIDENT ENGINEER. FOR FURTHER INFORMATION ON ABANDONMENT, SEE SPECIFICATIONS.



C-07

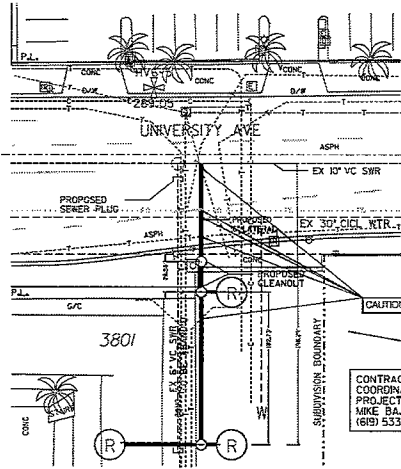
SEWER GROUP 835
ABANDONMENT SHEET

CITY OF SAN DIEGO, CALIFORNIA PUBLIC WORKS DEPARTMENT SHEET 05 OF 10 SHEETS		SEWER 835	B-1357
DESIGNED BY MABIL BATTA	DATE 7/26/2016	CHECKED BY REX NARVAEZ	PROJECT ENGINEER
PROJECT NO. 66363H	DATE 7/26/2016	DATE 7/26/2016	DATE
DESCRIPTION ORIGINAL	BY RWAA	APPROVED [Signature]	DATE 7/26/2016
ADDENDUM A	RWAA	[Signature]	7/26/2016

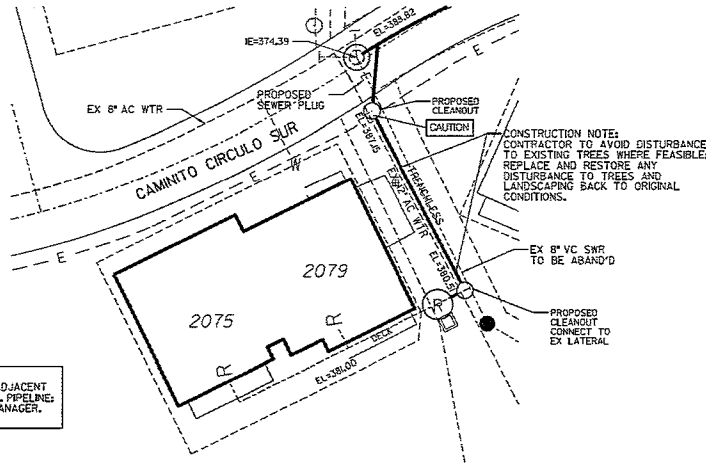


CONTRACTOR: _____ DATE STARTED: _____
INSPECTOR: _____ DATE COMPLETED: _____

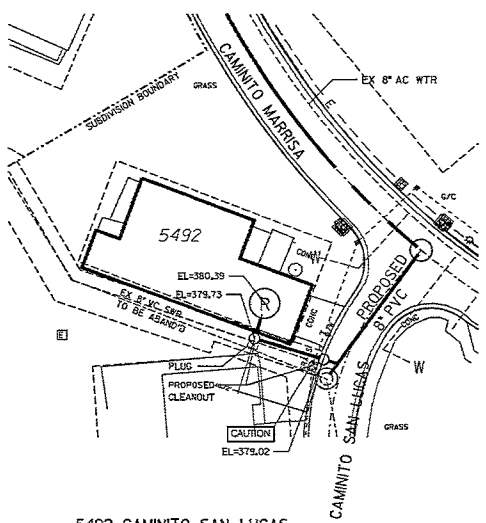
ADDENDUM A Page 13 of 18



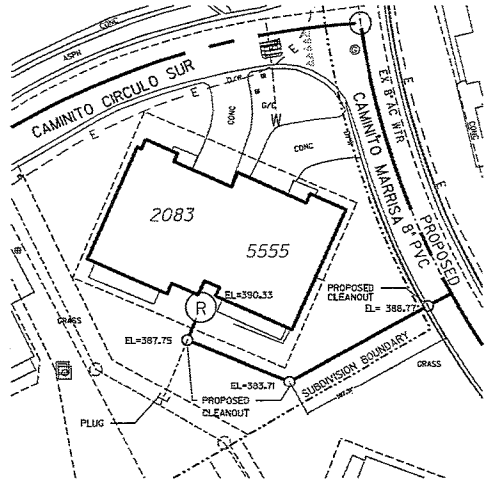
3801 6TH AVENUE



2075 CAMINITO CIRCULO SUR
2079 CAMINITO CIRCULO SUR
SHEET NO. 6

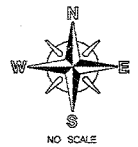


5492 CAMINITO SAN LUCAS
SHEET NO. 6



2083 CAMINITO CIRCULO SUR
5555 CAMINITO MARRISA
SHEET NO. 6

- NOTES FOR ALL REPLUMBS:
1. CONTRACTOR SHALL VERIFY THE CONNECTION POINT LOCATION OF EXISTING LATERAL AND COORDINATE INSTALLATION OF NEW LATERAL WITH THE PROPERTY OWNER.
 2. CONTRACTOR SHALL REMOVE AND/OR REPLACE ALL EXISTING IMPROVEMENTS AS REQUIRED FOR NEW LATERAL CONSTRUCTION. REPLACE ALL DAMAGED IMPROVEMENTS TO MATCH EXISTING CONDITIONS, LIKE AND KIND.
 3. CONTRACTOR SHALL INSTALL PLUG TO CAP OLD LATERAL DURING REPLUMBING OF SEWER LATERAL.

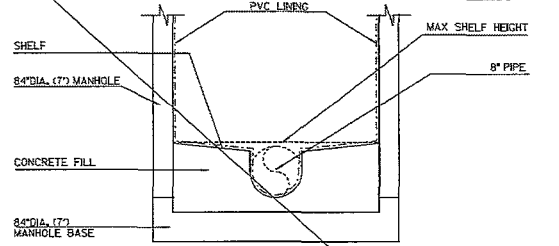


C-08

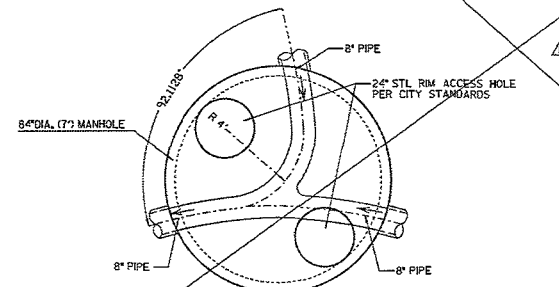
SEWER GROUP 835
REPLUMB SHEET

CITY OF SAN DIEGO, CALIFORNIA PUBLIC WORKS DEPARTMENT SHEET 10 OF 13 SHEETS		SEWER NO. B-13157
<i>Michael Batta</i> FOR CITY ENGINEER MICHAEL BATTA DATE: 7/26/2016 DRAWN: 06353J CHECKED: REX NARVAEZ PROJECT MANAGER REGISTERED PROFESSIONAL ENGINEER		SHEILA GAMUEDA PROJECT MANAGER REGISTERED PROFESSIONAL ENGINEER
DESCRIPTION ORIGINAL	BY RW/NA	APPROVED DATE FILMED FILED SEE SHEET LOCAL COORDINATE
APPROVED BY DATE STARTED DATE COMPLETED	APPROVED BY DATE STARTED DATE COMPLETED	SEE SHEET LOCAL COORDINATE 38280-10-D Page 14 of 18

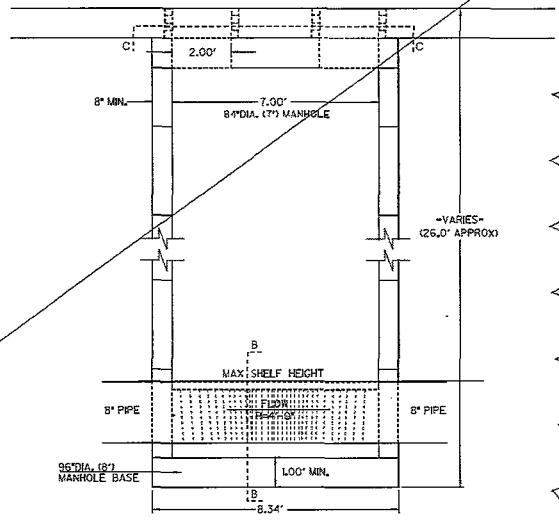
DETAIL 2 - MANHOLE No.10 SEE SHEET 06 NOT TO SCALE



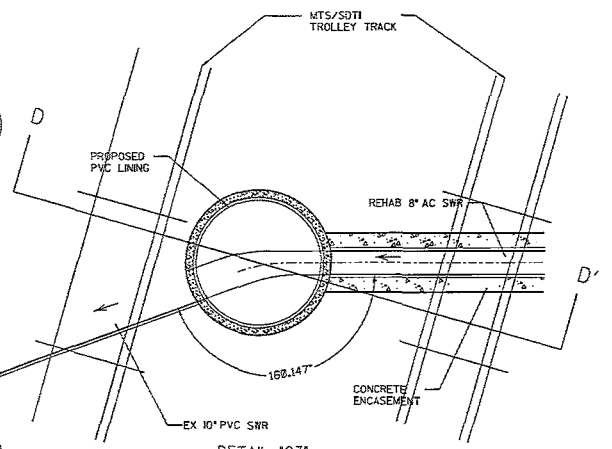
SECTION B (MANHOLE BASE & CHANNEL) MANHOLE No.10 SEE SHT 06 NOT TO SCALE



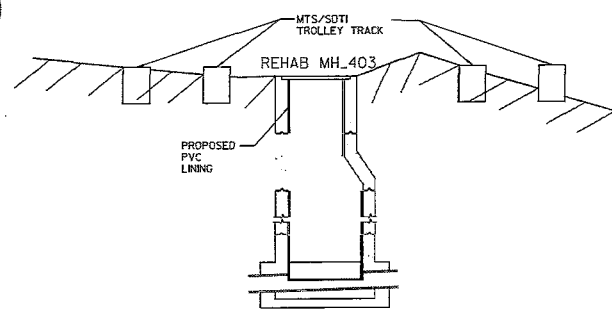
SECTION C - 84" I.D. PRE-CAST FLAT TOP DETAIL MANHOLE No.10 SEE SHT 06 NOT TO SCALE



SECTION A (84" I.D. PRE-CAST MANHOLE) MANHOLE No.10 SEE SHT 06 NOT TO SCALE



DETAIL '03' NOT TO SCALE SEE SHT 07



CROSS SECTION D - D' NOT TO SCALE

C-09

SEWER GROUP 835
MANHOLE DETAIL SHEET

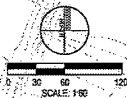
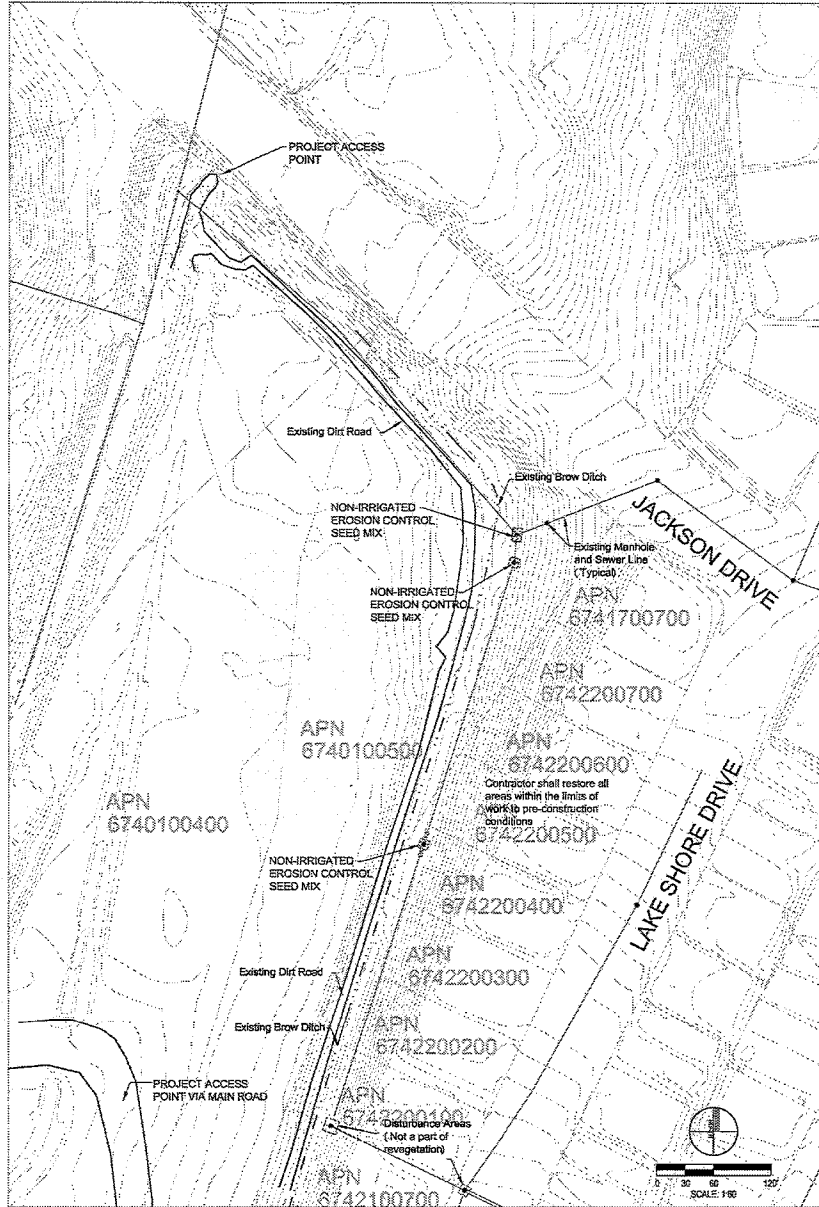
CITY OF SAN DIEGO, CALIFORNIA PUBLIC WORKS DEPARTMENT SHEET # OF 60 SHEETS		SEWER 835	B-1517
DESIGNED BY NARL BAITA	DATE 11/26/2016	CHECKED BY SHEILA GAMUEDA	PROJECT NO. C63631
APPROVED BY NARL BAITA	DATE 11/26/2016	DESIGNED BY REX NARVAEZ	PROJECT NO. C63631
DESCRIPTION ORIGINAL	BY RWAA	APPROVED DATE	FILED
CONTRACTOR INSPECTOR	DATE STARTED DATE COMPLETED	38280-11-D	



ADDENDUM A

All details, notes, and computations on this drawing are based on the original field notes, photographs, and other data provided to the engineer. The engineer is not responsible for the accuracy of the information provided. The engineer is not responsible for the accuracy of the information provided. The engineer is not responsible for the accuracy of the information provided.

REVEGETATION PLAN



GENERAL REVEGETATION NOTES:

- REVEGETATION OF THE PROJECT AREA SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE CITY OF SAN DIEGO LANDSCAPE STANDARDS AND CITY SPECIFICATION.
- PRIOR TO SEEDING, THE SURFACE OF THE SOIL SHALL BE SMOOTHED AND TILLED MECHANICALLY OR BY HAND TO A MINIMUM DEPTH OF THREE INCHES IN ORDER TO LOOSEN THE COMPACTED SOIL AND PREPARE BED FOR SEEDING.
- INVASIVE PLANT SPECIES LISTED IN THE CITY'S LANDSCAPE STANDARDS ARE PROHIBITED AND SHALL BE ERADICATED AND REMOVED FROM THE SITE.
- ALL SLOPES 3:1 OR GREATER SHALL REQUIRE BIODEGRADABLE EROSION CONTROL BLANKET OR OTHER SLOPE PROTECTION METHODS AS RECOMMENDED BY THE PROJECT BIOLOGIST.
- PRIOR TO THE INSTALLATION OF THE REVEGETATION, OR IN THE EVENT OF SLOPE OR RESTORATION FAILURE, ALL MULCH (GROUND COVER) USED SHALL BE CREATED FROM CRISTE VEGETATION, IF FEASIBLE AND SHALL BE CLEAN, FREE FROM WEEDS, SEEDS, AND DEBRIS AS CERTIFIED BY THE SUPPLIER, AS APPLICABLE.
- ALL SOIL EROSION AND ALL ABOVE-GROUND EROSION CONTROL BARS DAMAGED DURING THE 25 MONTH MAINTENANCE AND MONITORING PERIOD SHALL BE REPAIRED AND/OR REPLACED, ANY ABOVE-GRADE EROSION CONTROL MEASURES SUCH AS BUT NOT LIMITED TO SILT FENCINGS, GRAVEL BAGS, FIBER ROLLS AND/OR MAY BALES SHALL BE REMOVED FOLLOWING ACCEPTANCE OF THE 25 MONTH MAINTENANCE AND MONITORING PERIOD. ALL HAYSTRAP PRODUCTS SHALL BE UNLOADING, CLEAN AND FREE OF WEED SEEDS AND DEBRIS.
- ALL TRASH AND/OR DEBRIS SHALL BE REMOVED FROM THE REVEGETATION SITE PRIOR TO AND FOLLOWING THE REVEGETATION INSTALLATION AND UNTIL THE END OF THE 25 MONTH MAINTENANCE AND MONITORING PERIOD.
- AT COMPLETION OF WORK, ALL AREAS IMPACTED BY CONSTRUCTION AND WITHIN THE LIMITS OF WORK SHALL BE RE-GRADED TO PRE-CONSTRUCTION GRADES.

TEMPORARY IRRIGATION:

- THESE ARE NO IRRIGATION ASSOCIATED WITH THIS PROJECT.

SEED MIXES:

- THE SEED MIX IN TABLES IDENTIFIED SHALL BE APPLIED IN ALL NON-HARDSCAPED AREAS DISTURBED BY THE PROJECT AS SHOWN ON PLANS. THE SEED SHALL BE INSTALLED VIA HAND METHODS, UNLESS OPTIONAL HYDROSEEDING PROCEDURES ARE USED AS DIRECTED BY THE PROJECT BIOLOGIST. SEED AND EXPOSED GROUND SHALL BE COVERED WITH SUITABLE BIODEGRADABLE COVER, SUCH AS STRAW, TO A DEPTH OF 1.5 INCHES OR AS DIRECTED BY THE PROJECT BIOLOGIST.
- HYDROSEEDING MAY BE SUBSTITUTED FOR THE ABOVE SEEDING PROCEDURE AT THE DISCRETION OF THE PROJECT BIOLOGIST (SEE HYDROSEEDING PROCEDURES, BELOW).
- SEEDING SHALL OCCUR ONLY AFTER THE PROJECT BIOLOGIST HAS OBSERVED AND APPROVED THAT THE SITE HAS BEEN PROPERLY PREPARED.

HYDROSEEDING PROCEDURES (OPTIONAL):

- TYPE 8 MULCH (WOOD FIBER) OR BONDED FIBER MATRIX (BFM) SHALL BE APPLIED AT THE MINIMUM RATE OF 1,500 POUNDS PER ACRE; HYDROPOGON PREMIUM COMPOST, OR EQUAL, SHALL BE APPLIED AT THE MINIMUM RATE OF 1,000 POUNDS PER ACRE; BIODIGESTED ORGANIC FERTILIZER, OR EQUAL, SHALL BE APPLIED AT THE MINIMUM RATE OF 200 POUNDS PER ACRE; AM-20 WOODCRINAL INOCULUM, OR EQUAL, SHALL BE APPLIED AT THE MINIMUM RATE OF 60 POUNDS PER ACRE.
- TYPE 8 MULCH (WOOD FIBER) OR BFM AND HYDROPOGON COMPOST SHALL BE UNIFORMLY SPREAD AND "TACKLED" WITH TYPE 16 MULCH (STABILIZING EMULSION) BINDER AT A MINIMUM RATE OF 150 LBS PER ACRE. THE BINDER SHALL BE AN ORGANIC DERIVATIVE OR PROCESSED ORGANIC ADHESIVE, OR AS DIRECTED BY THE PROJECT BIOLOGIST.
- A WETTING AGENT CONSISTING OF ONE TON PER ACRE AGRICULTURAL GYPSUM (95% ALKYL POLYETHYLENE GLYCOL ETHER OR AS APPROVED BY THE BIOLOGIST) SHALL BE APPLIED AS PER MANUFACTURER'S RECOMMENDATIONS, OR RECOMMENDED BY THE PROJECT BIOLOGIST.
- EQUIPMENT USED FOR THE APPLICATION OF SLURRY SHALL HAVE A BUILT-IN AGITATION SYSTEM TO SUSPEND AND HOMOGENEOUSLY MIX THE SLURRY. THE SLURRY MIX SHALL BE CYCLED GREEN. THE EQUIPMENT MUST HAVE A PUMP CAPABLE OF APPLYING SLURRY UNIFORMLY.

MAINTENANCE REQUIREMENTS:

- REVEGETATION AREA SHALL BE MAINTAINED AND MONITORED PURSUANT TO THE WATER QUALITY (WQ) PROTOCOL #6 OF THE CITY'S MASTER STORM WATER MAINTENANCE PLAN (SWMP) FOR A PERIOD OF NOT LESS THAN 25 MONTHS FOLLOWING SEEDING. ALL REVEGETATION AREAS SHALL BE MAINTAINED UNTIL FINAL APPROVAL BY CITY MITIGATION MONITORING COORDINATION.
- PRIOR TO FINAL APPROVAL, THE CITY MITIGATION MONITORING COORDINATION MAY REQUIRE CORRECTIVE ACTION INCLUDING BUT NOT LIMITED TO WEED ERADICATION, RESEEDING, OR THE REPAIR OF ANY SOIL EROSION OR SLOPE SLURPAGE, IN CONSULTATION WITH THE PROJECT BIOLOGIST.
- THE START OF THE 25 MONTH MAINTENANCE AS WELL AS ACCEPTANCE FOLLOWING THE MAINTENANCE PERIOD IS DETERMINED BY THE CITY MITIGATION MONITORING COORDINATION.
- IN AREAS WHERE NON-NATIVE GRASSES (NNG) HAVE BEEN DISTURBED, ALL COVERAGE REQUIREMENTS CAN BE ACHIEVED BY ESTABLISHMENT OF NATIVE OR NONNATIVE GRASSES OR FORBS THAT 1) ARE NOT LISTED IN THE CITY OF SAN DIEGO LANDSCAPE GUIDELINES AS INVASIVE PLANT SPECIES AND 2) ARE NOT RATED BY THE CALIFORNIA INVASIVE PLANT COUNCIL (CAL-IPC) AS HIGHLY INVASIVE.
- ACCEPTABLE PERCENT COVER OF PLANT MATERIAL USED FOR EROSION CONTROL ON DISTURBED SOIL AREAS SHALL BE DETERMINED BY THE CITY MITIGATION MONITORING COORDINATION IN CONSULTATION WITH THE PROJECT BIOLOGIST. REVEGETATION ON MANUFACTURED SLOPES AND OTHER DISTURBED AREAS THAT ARE NOT ADJACENT TO NATIVE VEGETATION SHALL BE ACCOMPANIED TO PROVIDE A STABLE SOIL COVER THAT PREVENTS EROSION.

LEGEND:

- REVEGETATION AREA
- NON-IRRIGATED EROSION CONTROL SEED MIX (0.01 ACRE)
- SEED MIX (0.01 ACRE)

NOTES COMMON TO SEEDED AREAS:

- SEED TAGS SHALL BE SUBMITTED TO THE PROJECT BIOLOGIST PRIOR TO APPLICATION OF SEED.
- THE SEED MIX IS COMPOSED OF NATIVE SPECIES. ANY POTENTIAL SUBSTITUTIONS MUST BE APPROVED BY THE PROJECT BIOLOGIST PRIOR TO APPLICATION OF SEED.
- SOIL SHALL BE PREPARED WITHIN 3 DAYS OF SEEDING TO A DEPTH OF 6 INCHES, OR AS RECOMMENDED BY THE PROJECT BIOLOGIST.

TABLE 1: SUCCESS CRITERIA

NATIVE COVER:
NONE
NON-NATIVE COVER:
AT YEAR 1 AND END OF 25 MONTHS:
0 PERCENT COVER BY PLANTS RANKED AS HIGHLY OR MODERATELY INVASIVE BY CALIPC. WITHIN THE STUDY AREA THESE SPECIES INCLUDE:
HOTTENTOT TIGER (PROSPERITY) (ERU) (E) TOCALOTE (SANTALINA) (MULLEN) (S) FOWLER (PROSPERITY) (ERU) (E) CROWN DASHY (SANTALINA) (MULLEN) (S) BLACK MUSTARD (BRASSICA) (ERU) (E) PURPLE PLANTAIN GRASS (PROSPERITY) (ERU) (E) MEXICAN FAN PALM (WAGHRICTONIA) (ROBUSTA) (R)
NO MORE THAN 5 PERCENT COVER BY OTHER NON-NATIVE VEGETATION

NON-IRRIGATED EROSION CONTROL SEED MIX (0.01 TOTAL ACRE)				
Scientific Name	Common Name	%Purity/Germination	Lbs./Acres	Total Lbs.
ZIZIPHORA CLAUDEI	SEEDS	90/90	10.0	0.1
ARTEMISIA CALIFORNICA	CALIFORNIA SAGEBRUSH	90/90	10.0	0.1
BAHOPHYS LACINIATA	SAN DIEGO SUNFLOWER	40/50	10.0	0.1
DESMODIUM PASCULOLATA	FABICOLED TARDPLANT	20/80	10.0	0.1
ERODIOLA FASCICULATUM	CALIFORNIA BUCKWHEAT	50/50	10.0	0.1
PLANTAGO ERRECTA	DOT-SEED PLANTAIN	50/80	10.0	0.1
	TOTAL POUNDS		60.0	0.6

TABLE 2: SUMMARY AND SCHEDULE FOR MAINTENANCE, MONITORING, AND REPORTING FOR PROJECT

ESTABLISHMENT PERIOD:
NONE
MAINTENANCE:
WEEK/MONITOR FOR 25 MONTHS, AT LEAST QUARTERLY MAINTENANCE (OR AS NEEDED TO KEEP NON-NATIVE VEGETATION FROM RESEEDING).
MAINTENANCE MONITORING:
QUARTERLY MONITORING WITH A SITE OBSERVATION REPORT FOLLOWING EACH VISIT. 2 ANNUAL REPORTS, INCLUDING PHOTOS AND A VISUAL ASSESSMENT OF THE REVEGETATION AREAS.
NOTE: THE MAINTENANCE SCHEDULE IS ONLY A GUIDELINE. MAINTENANCE WILL BE PERFORMED AS NECESSARY AND AS DIRECTED BY THE PROJECT BIOLOGIST.

SEWER GROUP 835 PROJECT REVEGETATION/EROSION CONTROL PLAN

CITY OF SAN DIEGO, CALIFORNIA		WSS B-13157
SHEET #2 OF 2 SHEETS		
DATE	BY	APPROVED
05/17/25	HELIX	
DESCRIPTION	BY	DATE
ORIGINAL	HELIX	05/17/25
		275-1755
		0080 COORDINATE
		1865-6315
		0080 COORDINATE
CONTRACTOR	DATE STARTED	38280-12-D
INSPECTOR	DATE COMPLETED	

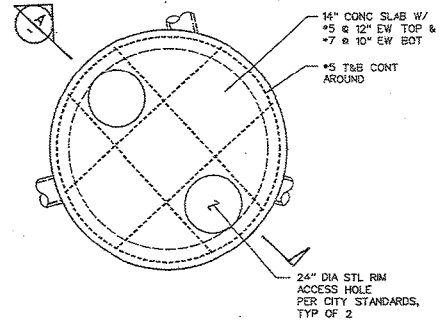
PREPARED BY:
HELIX
 Environmental Planning
 Sully Trinka - Project Biologist

225 E Dign Blvd
 La Mesa, CA 92040
 PH: 619 425-2060
 FAX: 619 425-2060

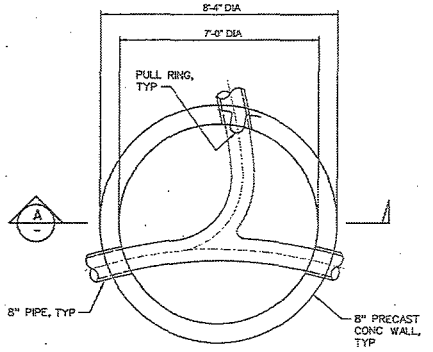
ADDENDUM A

SEWER GROUP 835 PROJECT REVEGETATION/EROSION CONTROL PLAN

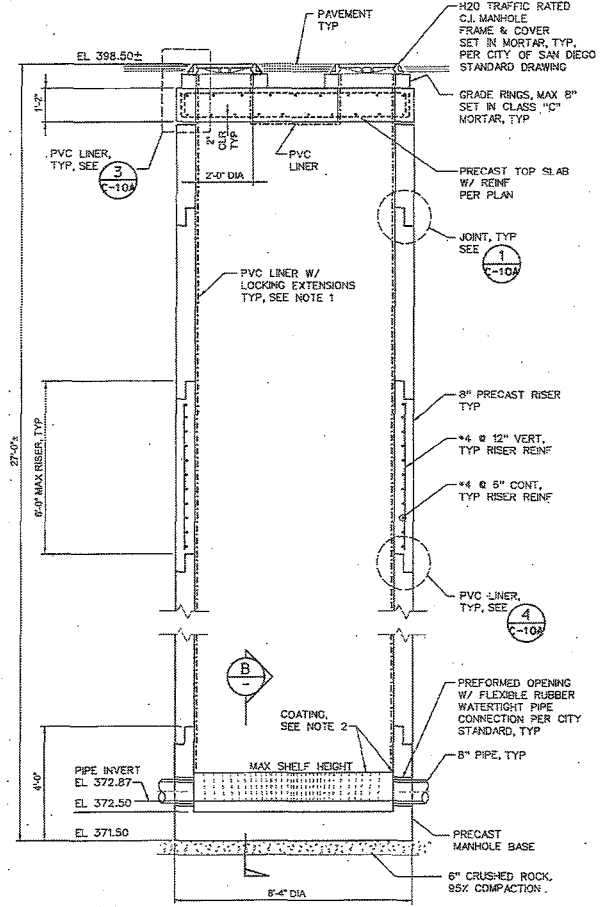
L-1



MANHOLE TOP PLAN
1/2" = 1'-0"



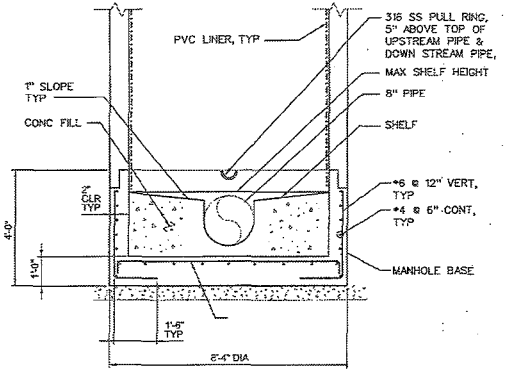
MANHOLE BOTTOM PLAN
1/2" = 1'-0"



NOTES:

1. MANHOLE SHAFT AND GRADE RINGS SHALL HAVE AMERON T-LOCK PVC LINER PLACED INTEGRALLY CAST INTO THE CONCRETE IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS.
2. ELASTOMERIC POLYURETHANE COATING SHALL BE APPLIED TO THE INTERIOR OF THE MANHOLE BASE.

MANHOLE SECTION
1/2" = 1'-0"



SECTION
1/2" = 1'-0"

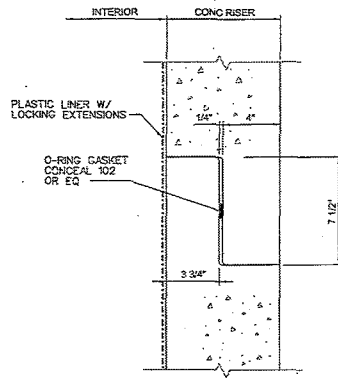
GENERAL NOTES:

1. ALL CONCRETE SHALL BE 5000 PSI AND ALL REINFORCING BARS SHALL BE DEFORMED BARS CONFORMING TO ASTM A 705 GRADE 80.
2. PRECAST UNITS SHALL BE MANUFACTURED IN ACCORDANCE WITH ASTM C476.



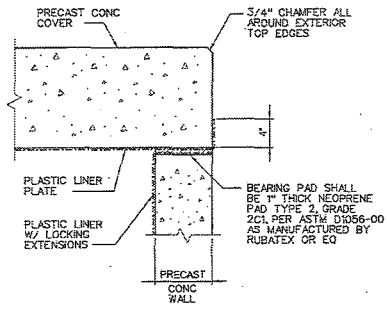
SEWER GROUP 835 MANHOLE NO. 10 DETAIL SHEET			
CITY OF SAN DIEGO, CALIFORNIA PUBLIC WORKS DEPARTMENT SHEET 13 OF 14 SHEETS		SEWER NO. B-13157	
DESIGNED BY	DATE	DRAWN BY	
CHECKED BY	DATE	APPROVED BY	
ORIGINAL	BY	APPROVED	DATE FILED
CONTRACT NO.	DATE STARTED	PROJECT NO.	36280-43-D

ADDENDUM A



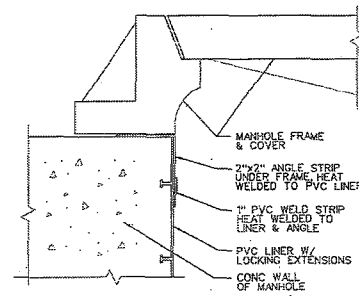
PRECAST WALL JOINT
DETAIL
3" = 1'-0"

1
C-10



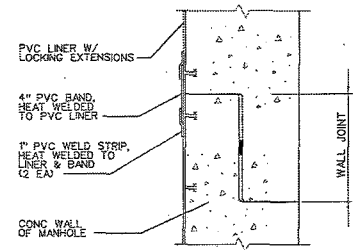
ROOF EDGE SEALING
DETAIL
1 1/2" = 1'-0"

2
-



LINER JOINT AT
MANHOLE FRAME & COVER
DETAIL
NTS

3
C-10



LINER JOINT AT MANHOLE
WALL JOINT SECTIONS
DETAIL
NTS

4
C-10



C-10A

SEWER GROUP 835 MANHOLE NO. 10 DETAIL SHEET			
CITY OF SAN DIEGO, CALIFORNIA PUBLIC WORKS DEPARTMENT SHEET 14 OF 14 SHEETS		SEWER DIST. B-13157	
DESIGNED BY	DATE	DRAWN BY	PROJECT MANAGER
APPROVED BY	DATE	PROJECT MANAGER	
DESCRIPTION	BY	APPROVED	DATE
ORIGINAL	RVAM		
CONTRACTOR: W&S, INC. DATE ESTABLISHED: 2-11-2010			SEE SHEET C-10
INSPECTOR: DATE COMPLETED:			SEE SHEET C-10
			38280-14-D

MANHOLE NO.10 DETAIL SHEET

ADDENDUM A

BID BOND

**See Instructions to Bidders, Bidder Guarantee of Good Faith
(Bid Security)**

KNOW ALL MEN BY THESE PRESENTS,

That KTA Construction, Inc. as Principal, and
The Guarantee Company of North America USA as Surety, are

held and firmly bound unto The City of San Diego hereinafter called "OWNER," in the sum of **10% OF THE TOTAL BID AMOUNT** for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has submitted a Bid to said OWNER to perform the WORK required under the bidding schedule(s) of the OWNER's Contract Documents entitled

Sewer Group 835, K-17-1427-DBB-3

NOW THEREFORE, if said Principal is awarded a contract by said OWNER and, within the time and in the manner required in the "Notice Inviting Bids" enters into a written Agreement on the form of agreement bound with said Contract Documents, furnishes the required certificates of insurance, and furnishes the required Performance Bond and Payment Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect. In the event suit is brought upon this bond by said OWNER and OWNER prevails, said Surety shall pay all costs incurred by said OWNER in such suit, including a reasonable attorney's fee to be fixed by the court.

SIGNED AND SEALED, this 3rd day of October,
2016

KTA Construction, Inc. (SEAL)

The Guarantee Company of North America USA (SEAL)

(Principal)

(Surety)

By: [Signature]

By: [Signature]

(Signature)

Janice Martin, Attorney-in-Fact
(Signature)

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT Civil Code § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

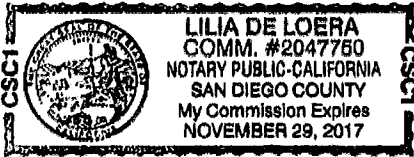
STATE OF CALIFORNIA

County of San Diego

On OCT 08 2016 before me, Lilia De Loera, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Janice Martin
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature [Signature]
Signature of Notary Public Lilia De Loera

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer is Representing: _____



The Guarantee Company of North America USA
Southfield, Michigan

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Lawrence F. McMahon, Maria Vhannaesa Guise, Sarah Myers, Charlotte Aquino, James D. Castle, Jennifer L. Clampert, Janice Martin
Alliant Insurance Services, Inc.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

- 1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
- 2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
- 3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
- 4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.



IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 23rd day of February, 2012.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

Stephen C. Ruschak, Vice President

Randall Musselman, Secretary

STATE OF MICHIGAN
County of Oakland

On this 23rd day of February, 2012 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2018
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 3rd day of October, 2016

Randall Musselman, Secretary

CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS

As part of its bid or proposal (Non-Price Proposal in the case of Design-Build contracts), the Bidder shall provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Bidder in a legal or administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

CHECK ONE BOX ONLY.

- The undersigned certifies that within the past 10 years the Bidder has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers.

- The undersigned certifies that within the past 10 years the Bidder has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/REMEDIAL ACTION TAKEN

Contractor Name: KTA Construction Inc.

Certified By Paul M. Henderson Title President


 Name _____ Date 10/4/16
 Signature

USE ADDITIONAL FORMS AS NECESSARY

**EQUAL BENEFITS ORDINANCE
CERTIFICATION OF COMPLIANCE**



For additional information, contact:
CITY OF SAN DIEGO

EQUAL BENEFITS PROGRAM

202 C Street, MS 9A, San Diego, CA 92101

COMPANY INFORMATION		
Company Name: KTA Construction Inc.	Contact Name: Mike Henderson	
Company Address: 821 Tavern Rd.	Contact Phone: (619) 562-9464	
Alpine, CA 91901	Contact Email: mike@ktaconstruction.com	
CONTRACT INFORMATION		
Contract Title: Sewer Group 835	Start Date: TBD	
Contract Number (if no number, state location): K-17-1427-DBB-3	End Date: TBD	
SUMMARY OF EQUAL BENEFITS ORDINANCE REQUIREMENTS		
<p>The Equal Benefits Ordinance [EBO] requires the City to enter into contracts only with contractors who certify they will provide and maintain equal benefits as defined in SDMC §22.4302 for the duration of the contract. To comply:</p> <ul style="list-style-type: none"> ■ Contractor shall offer equal benefits to employees with spouses and employees with domestic partners. <ul style="list-style-type: none"> ▪ Benefits include health, dental, vision insurance; pension/401(k) plans; bereavement, family, parental leave; discounts, child care; travel/relocation expenses; employee assistance programs; credit union membership; or any other benefit. ▪ Any benefit not offer an employee with a spouse, is not required to be offered to an employee with a domestic partner. ■ Contractor shall post notice of firm's equal benefits policy in the workplace and notify employees at time of hire and during open enrollment periods. ■ Contractor shall allow City access to records, when requested, to confirm compliance with EBO requirements. ■ Contractor shall submit <i>EBO Certification of Compliance</i>, signed under penalty of perjury, prior to award of contract. <p>NOTE: This summary is provided for convenience. Full text of the EBO and Rules Implementing the EBO are available at www.sandiego.gov/administration.</p>		
CONTRACTOR EQUAL BENEFITS ORDINANCE CERTIFICATION		
<p>Please indicate your firm's compliance status with the EBO. The City may request supporting documentation.</p> <p><input checked="" type="checkbox"/> I affirm compliance with the EBO because my firm (contractor must select one reason):</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Provides equal benefits to spouses and domestic partners. <input type="checkbox"/> Provides no benefits to spouses or domestic partners. <input type="checkbox"/> Has no employees. <input type="checkbox"/> Has collective bargaining agreement(s) in place prior to January 1, 2011, that has not been renewed or expired. <p><input type="checkbox"/> I request the City's approval to pay affected employees a cash equivalent in lieu of equal benefits and verify my firm made a reasonable effort but is not able to provide equal benefits upon contract award. I agree to notify employees of the availability of a cash equivalent for benefits available to spouses but not domestic partners and to continue to make every reasonable effort to extend all available benefits to domestic partners.</p> <p>It is unlawful for any contractor to knowingly submit any false information to the City regarding equal benefits or cash equivalent associated with the execution, award, amendment, or administration of any contract. [San Diego Municipal Code §22.4307(a)] Under penalty of perjury under laws of the State of California, I certify the above information is true and correct. I further certify that my firm understands the requirements of the Equal Benefits Ordinance and will provide and maintain equal benefits for the duration of the contract or pay a cash equivalent if authorized by the City.</p>		
<p>Paul M. Henderson / President</p> <hr/> <p style="text-align: center;">Name/Title of Signatory</p>	<hr/> <p style="text-align: center;">Signature</p>	<p>10/4/16</p> <hr/> <p style="text-align: center;">Date</p>
FOR OFFICIAL CITY USE ONLY		
Receipt Date:	EBO Analyst:	<input type="checkbox"/> Approved <input type="checkbox"/> Not Approved – Reason:

(Rev 02/15/2011)

Bid Results for Project Sewer Group 835 (K-17-1427-DBB-9)
 Issued on 08/19/2016
 Bid Due on October 4, 2016 2:00 PM (Pacific)
 Exported on 10/05/2016

VendorID	Company Name	Address	City	ZipCode	Country	Contact	Phone	Fax	Email	Vendor Type
291284	KTA Construction, Inc.	821 Tavern Rd.	Alpine	91901	United States	Mike Henderson	619-562-9464	619-562-1685	adam@ktaconstruction.com	CADIR,PQUAL,Local

Responsee	Responsee Title	Responsee Phone	Responsee Email
Mike Henderson	President	619-562-9464	adam@ktaconstruction.com

Bid Format	Submitted Date	Status	Confirmation #	Ranking
Electronic	October 4, 2016 1:50:28 PM (Pacific)	Submitted	89836	0

Attachments		
File Title	File Name	File Type
Bid Bond	Bid Bond.pdf	General Attachments
Contractor's Certification of Pending Actions	Contractor's Certification of Pending Actions.pdf	General Attachments
Equal Benefits Ordinance	Equal Benefits Ordinance.pdf	General Attachments

Line Items								
Item Num	Section	Item Code	Description	Unit of Measure	Quantity	Unit Price	Line Total	Payment Reference
1	Main Bid	524126	Bonds (Payment and Performance)	LS	1	\$21,000.00	\$21,000.00	2-4.1
2	Main Bid	334290	Remote Control Camera Inspection - Type II	AL	1	\$20,000.00	\$20,000.00	2-11.1.6
3	Main Bid	237310	Calltrans Encroachment Permit - Type I	AL	1	\$15,000.00	\$15,000.00	7-5.3
4	Main Bid	237310	MTS Right-of-Entry Permits - Type I	AL	1	\$15,000.00	\$15,000.00	7-5.3
5	Main Bid	238990	Video Recording of Existing Conditions	LS	1	\$2,000.00	\$2,000.00	7-9.1.1
6	Main Bid	237310	Flashing Arrow Boards	LS	1	\$1,000.00	\$1,000.00	7-10.2.6
7	Main Bid	237310	Traffic Control	LS	1	\$7,500.00	\$7,500.00	7-10.2.6
8	Main Bid	541820	Exclusive Community Liaison Services	LS	1	\$55,000.00	\$55,000.00	7-16.4
9	Main Bid	237110	Mobilization	LS	1	\$100,000.00	\$100,000.00	9-3.4.1
10	Main Bid		Field Orders - Type II	AL	1	\$150,000.00	\$150,000.00	9-3.5
11	Main Bid	237310	Traffic Detector Loop Replacement	EA	1	\$1,000.00	\$1,000.00	302-1.12
12	Main Bid	237310	Asphalt Pavement Repair	TON	50	\$175.00	\$8,750.00	302-3.2
13	Main Bid	237310	Rubber Polymer Modified Slurry (RPMS) Type III and Striping	SF	9661	\$1.00	\$9,661.00	302-4.12.4
14	Main Bid	237310	Rubber Polymer Modified Slurry (RPMS) Type I over Type III and Striping	SF	26845	\$1.50	\$40,267.50	302-4.12.4
15	Main Bid	237310	Pavement Restoration Adjacent to Trench	SF	3000	\$10.00	\$30,000.00	302-5.2.1
16	Main Bid	237310	Concrete Pavement	CY	20	\$350.00	\$7,000.00	302-6.8
17	Main Bid	237310	Remove and Replace Existing Sidewalk	SF	100	\$15.00	\$1,500.00	303-5.9
18	Main Bid	237310	Additional Curb and Gutter Removal and Replacement	LF	40	\$75.00	\$3,000.00	303-5.9
19	Main Bid	237310	Additional Sidewalk Removal and Replacement	SF	160	\$15.00	\$2,400.00	303-5.9
20	Main Bid	237310	Curb Ramp Type A with Stainless Steel Detectable Warning Tiles	EA	2	\$4,000.00	\$8,000.00	303-5.10.2
21	Main Bid	237310	Curb Ramp Type C-1 with Detectable Warning Tiles	EA	1	\$3,500.00	\$3,500.00	303-5.10.2
22	Main Bid	237310	Curb Ramp Type D with Detectable Warning Tiles	EA	1	\$3,000.00	\$3,000.00	303-5.10.2
23	Main Bid	237310	Curb Ramp Type D with Stainless Steel Detectable Warning Tiles	EA	4	\$3,500.00	\$14,000.00	303-5.10.2
24	Main Bid	237110	Trench Shoring	LS	1	\$20,000.00	\$20,000.00	306-1.1.6
25	Main Bid	237110	Additional Bedding	CY	6	\$100.00	\$600.00	306-1.2.1.1
26	Main Bid	237310	Temporary Resurfacing	TON	300	\$110.00	\$33,000.00	306-1.5.1
27	Main Bid	237110	Imported Backfill	TON	175	\$70.00	\$12,250.00	306-1.6
28	Main Bid	237110	Sewer Main Cleanout	EA	4	\$1,000.00	\$4,000.00	306-1.6
29	Main Bid	237110	8-Inch Sewer Main	LF	54	\$200.00	\$10,800.00	306-1.6
30	Main Bid	237110	8-Inch Sewer Main, Special Strength SDR-26	LF	383	\$200.00	\$76,600.00	306-1.6
31	Main Bid	237110	10-Inch Sewer Main	LF	328	\$200.00	\$65,600.00	306-1.6
32	Main Bid	237110	Manholes (4' X 3')	EA	13	\$3,000.00	\$39,000.00	306-1.8.6
33	Main Bid	237110	Manholes - 7' ID Structural Manhole with 2 Access Manholes per Sheet 38280-06-D	LS	1	\$30,000.00	\$30,000.00	306-1.8.6
34	Main Bid	237110	4-Inch Sewer Lateral & Cleanout (Street)	EA	3	\$4,000.00	\$12,000.00	306-1.7.1
35	Main Bid	237110	4-Inch Sewer Lateral with Private Replumbing	EA	2	\$15,000.00	\$30,000.00	306-1.9.2.5
36	Main Bid	237110	4-Inch Trenchless Method For Private Replumbing per Sheets 38280-06-D and 38280-10-D	EA	1	\$20,000.00	\$20,000.00	306-1.9.2.5
37	Main Bid	237110	6-Inch Sewer Lateral with Private Replumbing	EA	1	\$50,000.00	\$50,000.00	306-1.9.2.5
38	Main Bid	237110	Abandon Existing Manhole Outside of Trench	EA	4	\$1,200.00	\$4,800.00	306-5.3
39	Main Bid	237110	Abandon and Fill Existing 6-Inch Sewer Main Outside of Trench Limit	LF	351	\$10.00	\$3,510.00	306-5.3
40	Main Bid	237110	Abandon and Fill Existing 8-Inch Sewer Main Outside of Trench Limit	LF	323	\$15.00	\$4,845.00	306-5.3
41	Main Bid	237110	Video inspecting pipelines for Acceptance	LF	9088	\$1.00	\$9,088.00	306-9.7
42	Main Bid	237110	Cleaning and video inspecting pipelines	LF	9760	\$1.20	\$11,712.00	306-9.7
43	Main Bid	237110	Clean & televise laterals for rehab	EA	132	\$25.00	\$3,300.00	500-1.1.9
44	Main Bid	237110	Horizontal Directional Drilling - Pipe Reaming existing 8" main with new 12" Pipe - per Sheet 38280-05-D	LF	151	\$500.00	\$75,500.00	306-20.12
45	Main Bid	237110	8" Sewer Trenchless - per Sheet 38280-04-D	LF	283	\$200.00	\$56,600.00	306-20.12
46	Main Bid	237110	Pipe Bursting Main with 12-Inch HDPE Pipe	LF	653	\$200.00	\$130,600.00	306-21.9
47	Main Bid	237310	Continental Crosswalk per Appendix M, Curb Ramp Sheet 1	SF	1200	\$4.00	\$4,800.00	314-4.4.6

48	Main Bid	237110	Rehabilitate 6-Inch Sewer Main	LF	1145	\$50.00	\$57,250.00	500-1.1.9	
49	Main Bid	237110	Rehabilitate 8-Inch Sewer Main	LF	5353	\$45.00	\$240,885.00	500-1.1.9	
50	Main Bid	237110	Rehabilitate 10-Inch Sewer Main	LF	752	\$45.00	\$33,840.00	500-1.1.9	
51	Main Bid	237110	Point Repair for Existing 6-Inch Sewer Main	EA	2	\$5,000.00	\$10,000.00	500-1.2.7	
52	Main Bid	237110	Point Repair for Existing 8-Inch Sewer Main	EA	18	\$5,000.00	\$90,000.00	500-1.2.7	
53	Main Bid	237110	Point Repair for Existing 10-Inch Sewer Main	EA	2	\$5,000.00	\$10,000.00	500-1.2.7	
54	Main Bid	237110	Additional Point Repair for Existing 8-Inch Sewer Main	LF	120	\$100.00	\$12,000.00	500-1.2.7	
55	Main Bid	237110	Service Lateral Connection	EA	132	\$900.00	\$118,800.00	500-4.9	
56	Main Bid	237110	Rehabilitate Existing Manhole	EA	55	\$2,000.00	\$110,000.00	500-2.10.2	
57	Main Bid	237110	4-In Service Lateral Lining with Cleanout up to 7 ft in Depth	EA	40	\$3,000.00	\$120,000.00	500-1.6.6	
58	Main Bid	237110	4-In Service Lateral Lining with Cleanout Greater than 7 ft in Depth	EA	40	\$3,500.00	\$140,000.00	500-1.6.6	
59	Main Bid	237110	6-In Service Lateral Lining with Cleanout up to 7 ft in Depth	EA	2	\$3,000.00	\$6,000.00	500-1.6.6	
60	Main Bid	237110	6-In Service Lateral Lining with Cleanout Greater than 7 ft in Depth	EA	2	\$3,500.00	\$7,000.00	500-1.6.6	
61	Main Bid	561730	Revegetation and Erosion Control (per Sheet 38280-12-D)	LS	1	\$35,000.00	\$35,000.00	700-2.15	
62	Main Bid	541330	Monitoring and Reporting	LS	1	\$15,000.00	\$15,000.00	700-2.15	
63	Main Bid	541330	Revegetation Maintenance and Monitoring Program	LS	1	\$15,000.00	\$15,000.00	700-2.15	
64	Main Bid	541330	Water Pollution Control Program Development (WPCP)	LS	1	\$2,000.00	\$2,000.00	701-13.9.5	
65	Main Bid	237990	Water Pollution Control Program Implementation (WPCP)	LS	1	\$10,000.00	\$10,000.00	701-13.9.5	
66	Main Bid	237110	Sewage Bypass and Pumping Plan (Diversion Plan)	LS	1	\$10,000.00	\$10,000.00	704-4	
67	Main Bid	238990	Dewatering - Non-Hazardous Contaminated Water	AL	1	\$50,000.00	\$50,000.00	705-2.7	
68	Main Bid	238990	Dewatering Permit and Discharge Fees - Type I	AL	1	\$50,000.00	\$50,000.00	705-2.7	
69	Main Bid	238990	Dewatering - Hazardous Contaminated Water	AL	1	\$50,000.00	\$50,000.00	705-2.7	
70	Main Bid	238990	Equipment & Set up for Treatment of Contaminated Water Containing Hazardous Substances - Type I	AL	1	\$50,000.00	\$50,000.00	705-2.7	
71	Main Bid	238990	Testing, Sampling, Site Storage, Handling, Transportation, and Disposal of RCRA Hazardous Waste from the treatment of Contaminated Ground Water	GAL	200	\$25.00	\$5,000.00	703-20	
72	Main Bid	238990	Testing, Sampling, Site Storage, Handling, Transportation, and Disposal of Non-RCRA Hazardous Waste from the treatment of Contaminated Ground Water	GAL	200	\$25.00	\$5,000.00	703-20	
73	Main Bid	541690	Suspension of Work - Resources	DAYS	5	\$500.00	\$2,500.00	707-1	
74	Main Bid	541690	Archeological and Native American Monitoring Program	LF	522	\$10.00	\$5,220.00	707-2	
75	Main Bid	541690	Paleontological Monitoring Program	LF	522	\$8.00	\$4,176.00	707-3	
76	Main Bid	541690	Archeological and Native American Mitigation and Curation - Type I	AL	1	\$10,000.00	\$10,000.00	707-4	
77	Main Bid	541690	Paleontological Mitigation and Excavation	CY	100	\$1.00	\$100.00	707-5	
							Subtotal	\$2,501,954.50	
							Total	\$2,501,954.50	

Subcontractors								
Name	Description	License Num	Amount	Type	Address	City	ZipCode	Country
American Asphalt South, Inc.	Slurry Seal	784969	\$40,382.29	CAU,MALE,PQUAL,CADIR	PO Box 310036	Fontana	92331	United States
T.L. Scanlon Construction	Trenchless Sewer	757925	\$210,000.00	CAU,MALE,PQUAL,CADIR	2308 Shaylene Way,Alpine, CA, 91901	Alpine	91901	United States
McGrath Consulting	WPCP	N/A	\$500.00	ELBE,SDB	PO BOX 2488	El Cajon	92021	United States
Luzack Striping, Inc. dba LSI Road Marking	Striping	775886	\$7,207.50	PQUAL	P.O. Box 2426	El Cajon	92021	United States
Loveless & Linton Consulting-Archaeological	Archeo/Paleo Monitoring	N/A	\$10,225.00	CADIR,CAU,DBE,FFEM,SDB,SLBE,WOSB	1421 W. Lewis St	San Diego	92103	United States
Mocon Corp	Pipe Bursting	565735	\$50,281.00		49-950 Jefferson St Ste C-200	Indio	92201	United States
Vic Salazar Communications	Community Liaison	N/A	\$54,000.00	MALE,ELBE,DBE,MBE,SDB	5205 Kearny Villa Way, #107	San Diego	92123	United States
Easy Flow	Lateral Rehabilitation	960845	\$67,400.00	CADIR,CAU,ELBE,MALE	14275 Crystal View Lane	Poway	92064	United States
Soclaris Contracting	Testing and Sampling of Ground Water	793838	\$8,000.00	CAU,MALE	7437 Lowell Ct.	La Mesa	91941	United States
Southwest Pipeline and Trenchless Corp.	Sewer Main Rehabilitation and Top Hats	773862	\$466,368.00	CADIR,PQUAL	22118 S. Vermont Avenue	Torrance	90502	United States
Zebbron Contracting, Inc	Manhole Rehabilitation	855170	\$103,125.00		P.O. Box 2874	Newport Beach	92659	United States
Coastal Pipeline Services	CCTV and Clean Sewer Main	878225	\$17,552.00	DBE,ELBE,LAT,MALE,MBE	P.O. Box 235653	Endicott	92023	United States
R & C Structures	Manhole	425215	\$24,463.00		1615 La Mirada Dr	San Diego	92069	United States
Quality Construction & Engineering Inc.	AC Paving and Concrete Flatwork	1005282	\$164,294.00	PQUAL,SLBE,CADIR,SDB	8895 town center drive	san diego	92122	United States

Prime Self-Performance
53.67